



PURBA BHARATI GAS PRIVATE LIMITED

{A Joint Venture of Assam Gas Company Limited (AGCL), GAIL Gas Limited & Oil India Limited (OIL)} Guwahati, Assam (India)

TENDER DOCUMENT FOR PROCUREMENT OF COATED CARBON STEEL LINE PIPES

OPEN DOMESTIC COMPETITIVE BIDDING

Tender No.: 05/51/23VM/PBGPL/012-R1

VOLUME – I OF II



PREPARED AND ISSUED BY MECON LIMITED

(A Govt. of India Undertaking) Delhi, India

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Invitation for Bid

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INVITATION FOR BID (IFB)

Ref No: 05/51/23VM/PBGPL/012-R1 Date: 06.06.2022

Sub: TENDER DOCUMENT FOR PROCUREMENT OF COATED CARBON STEEL LINE PIPES FOR CGD PROJECT AT CACHAR, HAILAKANDI, KARIMGANJ AND KAMRUP & KAMRUP METROPOLITAN GEOGRAPHICAL AREAS

Dear Sir/Madam,

- 1.0 MECON Limited (CIN U74140JH1973GOI001199), EPMC for the project, on behalf of Purba Bharati Gas Private Limited ('PBGPL') (CIN: U40200AS2019PTC019678), A Joint Venture of Assam Gas Company Limited (AGCL), GAIL GAS Limited & Oil India Limited (OIL) having registered office at C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati, invites bids from bidders for the subject items & associated services (if any), in complete accordance with the following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPI /PROCUREMENT	PROCUREMENT OF COATED CARBON STEEL LINE PIPES			
(B)	TENDER NO. & DATE	05/51/23VM/PBGPL/012-R1 dated 06.06.2022			
(C)	TYPE OF BIDDIN SYSTEM	SINGLE BID SYSTEM X TWO BID SYSTEM			
	DELIVERY PERIOD:-				
	Description	Delivery Schedule			
(D)	Pipes at Designated Warehouse/ Storage yard	Delivery Within 27 th weeks from the date of FOA. Progressively from beginning of 16 th week and up to end of 27 th week.			
	Lot wise Delivery schedule is given at Appendix to SCC.				



		Applicability of EMD		
		APPLICABLE	√	
		NOT APPLICABLE	Х	
		Amount:	AMOUNT IN INR	
		A	16.75 LAKH	
		B	8.20 LAKH	
		C	6.50 LAKH	
		D	12.00 LAKH	
(E)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	ALL THE ITEMS (A+B+C+D)	29.10 LAKH	
		except if quo separately Bid the above tabl shall be on cu limiting to Bid 'ALL THE ITE. 2. If Bid Security/ of ITB for furthe 3. In case bidder tender condition along with other	is claiming exemption of EMD as per as, Form F-25 is needed to be submitted relevant document.	
(F)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 06.06.2022 to 27.06.2022 (1400 Hrs, IST) on following websites: (i) e-Procurement Portal (e-Portal) www.tenderwizard.com/MECON (ii) MECON Website: www.meconlimited.co.in		
(G)	DATE, TIME & VENUE OF PRE-BID MEETING	conducted through video Google Meet joining in	-	



(H)	DUE DATE, &TIME OF BID-SUBMISSION	Date: 27.06.2022 Time: 1400 Hrs.
	DID-SCDWIGSION	Time . 1400 Ths.
		Date: 27.06.2022
		Time: 1500 Hrs.
(I)	DATE, & TIME OF UN- PRICED BID OPENING	Due to outbreak of COVID-19, opening (un-priced) meting shall be conducted through video conferencing:
		Google Meet joining info
		Video call link: https://meet.google.com/kjw-raca-jzs
(J)	CONTACT DETAILS	Name: Rakesh Sharma Designation: Sr. GM (Contracts), MECON Ltd., Delhi Phone No. & Extn:011-22401100/03 FAX No.: 011-22041214 e-mail: cont-delhi@mecon.co.in
	TENDED DROCEGODIC FEE	Rs. 1770/- (Rs. 1500/- +18% GST)
(K)	TENDER PROCESSING FEE (NON-REFUNDABLE)	(Payable to M/s ITI Ltd. Online)
	(NON-REFUNDABLE)	(Non- Refundable).
(L)	HELP DESK FOR E- TENDERING	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at www.tenderwizard.com/MECON and on Telephone No. 011-49424365
	CALE OF TEMPER	From 06.06.2022
(M)	SALE OF TENDER DOCUMENTS	Upto 1359 Hrs. (181) on 27.06.2022
	BOCOMENTS	Website: <u>www.tenderwizard.com/MECON</u>
(N)	TYPE OF TENDER	E-TENDER MANUAL X
		Bids are to be submitted online at www.tenderwizard.com/MECON only.

In case of the days specified above happens to be a holiday in PBGPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11.0 of ITB of Tender document.
- 4.0 The following documents in addition to uploading in the e-bid on e-Portal, shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded along with the e-bid within the Due Date & Time of Bid Submission:
 - i) EMD/Bid Security (if applicable)
 [Note: Submission of original is not applicable for online banking transaction]
 - ii) Power of Attorney

iii) Integrity Pact (if applicable)



- 5.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 6.0 Bidders are advised to submit their bid strictly as per terms and conditions of tender documents and not to stipulate any deviation/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (F) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 PBGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order/ Contract.

For & on behalf of Purba Bharati Gas Private Limited

(Authorized Signatory) Name : Rakesh Sharma

Designation: Sr. GM (Contracts), MECON Ltd., Delhi

E-mail ID : cont-delhi@mecon.co.in Contact No.: 011-22401100/03



Standard Bidding Document (SBD) for Procurement of Goods Domestic

Summary

PART-I BIDDING PROCEDURES

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

This Section provides information necessary for Bidders to prepare responsive bids in accordance with the requirements of the Owner. It regulates the bidding process and gives information on bid submission,

opening and evaluation methodology.

SECTION 1.1: BID EVALUATION CRITERIA (BEC)

This section contains the criteria and requirements that the interested party must comply without which the Owner shall not consider their Bid

for the purpose of evaluation and/ or further processing.

SECTION 1.2: BID EVALUATION METHODOLOGY

This section specifies the methodology that the Owner shall use to

evaluate the Bids and to determine the successful Bidder.

ANNEXURE-I INSTRUCTIONS FOR PARTICIPATION IN e-TENDERING

This Annexure contains instructions regarding bid submission procedure

under e-Portal.

ANNEXURE-II BID DATA SHEET (BDS)

This Annexure contains information and provisions that are specific to each procurement and that supplement the information/ requirements

included in Section 1, Instructions to Bidders.

ANNEXURE-III PROCEDURE FOR ACTION IN CASE OF CORRUPT/

FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

This Annexure contains procedure for putting a Vendor/ Supplier on Suspension and/or banning list if any agency indulges in corrupt/

fraudulent/ collusive/ coercive practice.

ANNEXURE-IV PROCEDURE FOR EVALUATION OF PERFORMANCE OF

VENDOR/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

This Annexure contains procedure to recognize, and develop reliable Vendor/ Suppliers so that they consistently meet or exceed expectations

and requirements.

ANNEXURE-V FORMS AND FORMAT

This Section contains the forms and formats which are to be completed by Bidders and submitted as part of the bid. The forms of Contract Performance Guarantee, Mobilization Advance, and Contract Agreement, when required, shall only be completed by the successful Bidder after award of contract.



ANNEXURE-VI POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC

PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

ANNEXURE-VII PROCUREMENT PREFERENCE POLICY, ASSAM, 2015 &

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PART-II CONDITIONS OF CONTRACT

SECTION 2: GENERAL CONDITIONS OF CONTRACT (GCC) -Goods

This Section contains standard provisions.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT (SCC)

The content of this Section supplements the General Conditions of

Contract.

PART-III SUPPLY REQUIREMENTS

SECTION 4: TECHNICAL SPECIFICATIONS, DRAWINGS AND SCOPE OF

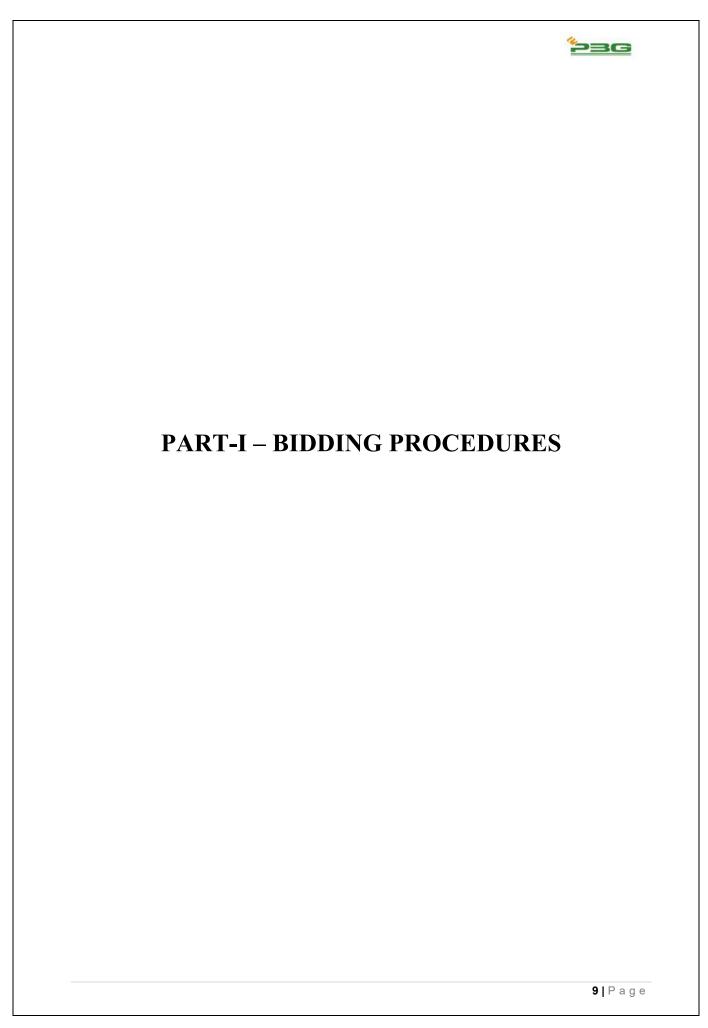
SUPPLY/ MATERIAL REQUISITION

This Section contains the Specifications, the Drawings, and

supplementary information including Scope of Supply that describe the

goods to be procured.

SECTION 5: PRICE SCHEDULE





Section 1: Instructions to Bidders

[To be read in conjunction with Bid Data Sheet (BDS)]

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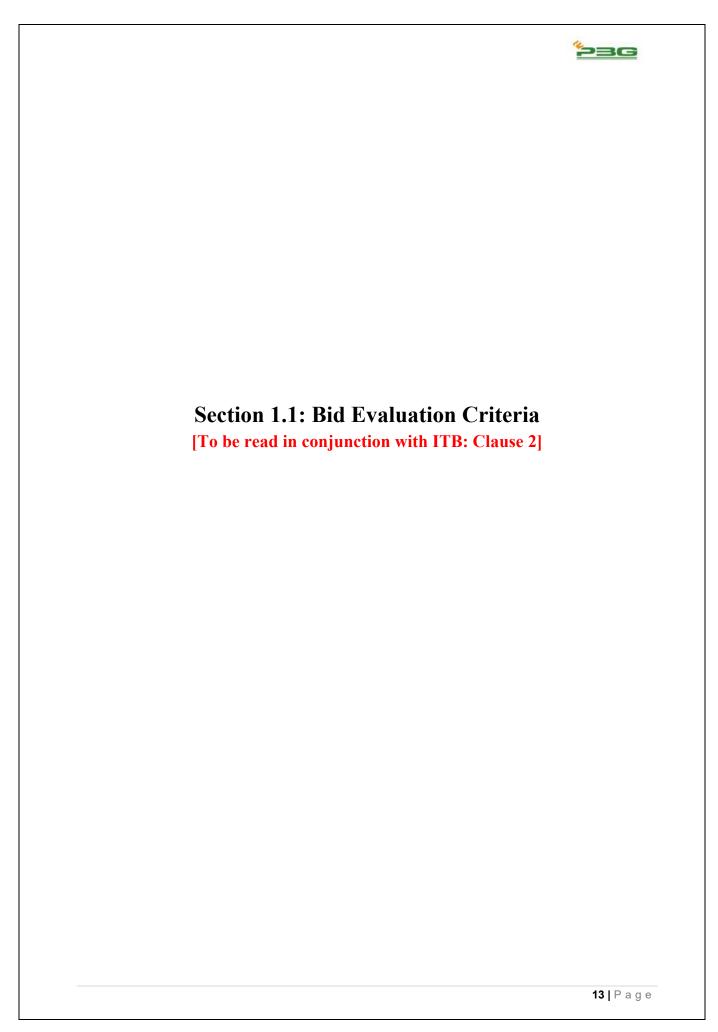
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A. Technical Criteria

The bidder shall either be a coated Line Pipe manufacturer or their sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses.

A.1 For Coated Line Pipe manufacturer: Bidders should meet combined qualification of Bare Pipes (A.1.1) and Coating Work (A.1.2) as stipulated below.

A.1.1 Qualification Criteria for Bare Pipe

01 In line with policy issued by Govt. of India, bidder shall have minimum domestic value addition of 35% as defined in Domestically Manufactured Iron & Steel policy 2019 against quoted item & has to submit the affidavit as per the policy enclosed with the Bidding Document.

In absence of above affidavit as per format **Form-1**, the offer of bidder shall be summarily rejected and the offer shall not be considered for further evaluation.

- O2 The bidder shall be a manufacturer of API 5L (PSL2) quality line pipes and shall have valid license to use API 5L monogram on line pipes with product specification level PSL-2 quality from the proposed pipe mill (s).
- 03 The bidder should have manufactured and supplied from the proposed pipe mill (s) at least one (1) km of line pipe in a single order as per API 5L, PSL-2 that are of same type and equal or higher in terms of diameter, wall thickness and material grade as quoted for, in last 7 years reckoned from the due date of bid submission.
- In addition, line pipe manufacturer should have manufactured and supplied from proposed pipe mill (s) at least 10% of the quoted quantity of line pipes in single order as per API 5L PSL 2 of Grade X-52 or higher for item A and X-46 or higher for items B, C & D, that are of same type, equal or higher in terms of diameter with minimum wall thickness of 6.4 mm or higher for items A, B, C & D as quoted for, in last 07 (seven) years reckoned from the bid due date.
- The Mill Qualification: The bidder shall furnish a certificate for proposed pipe mills along with their bid, which have not been audited by AGCL /GAIL GAS/OIL or its authorized representatives or, have not supplied pipes to AGCL /GAIL GAS/OIL of same or higher size and material Grade as quoted for or higher grade during last seven years reckoned from the due date of submission of bid, as per Format provided in the bid document, from a reputed International inspection agency (i.e. CEIL/ LLOYDS/ BV/DNV/ TUV/ ABS/ MOODY/AIB-Vincotte), certifying that the mill has capability to produce line pipes complying with technical requirements specified in the bid documents. Noncompliance to the above requirement will make the mill liable for rejection.

The mill capability certificate from one of the above mentioned reputed agencies for the proposed mill for same or higher size, wall thickness and material Grade as quoted for or higher grade, issued in the last 12 months, reckoned from the bid due date, for any of AGCL/GAIL GAS/OIL projects shall be considered acceptable for this project also.

The Bidder shall procure steel Billets / HR coils from the steel Billets / HR coils manufacturer as per list provided in bid document. In addition, the bidder may submit more names, if they so desire, which shall be evaluated during bidding stage based on the criteria mentioned in the bid document. The techno-commercially qualified bidder(s) will be informed prior to price bid opening on acceptance of the proposed steel Billets / HR coils manufacturer(s), if any. Bidder's offer shall be unconditional irrespective of finally



qualified steel Billets / HR coils manufacturer(s). Steel mills qualified for one bidder during bidding stage, shall be considered qualified for other bidders also.

The list of accepted Billets / HR coils manufacturer(s) other than specified in the bid document will also be intimated to all the techno-commercially acceptable bidder(s) prior to price bid opening.

A.1.2 Qualification Criteria for Coating Work

The bidder's proposed coating plant shall have experience in application of three layer side extruded PE (3LPE) coating of bare line and shall meet the following criteria:

- The bidder's proposed coating plant(s) should have completed at least one line pipe coating contract using Three Layer Polyethylene extruded (3LPE) External Coating of line pipe having equal or higher outside diameter of minimum 15% quantity against quoted item under a single contract in last 7 years reckoned from the bid due date.
- Coating Plant Qualification: The Bidder shall furnish a certificate for proposed coating plant along with their bid, which have not been audited by AGCL /GAIL GAS/OIL or its authorized representatives or, have not carried out Coating application for AGCL /GAIL GAS/OIL of same or higher size during last seven years reckoned from the Due date for Bid Submission, as per Format provided in the bid documents, from a reputed International inspection agency (i.e. CEIL, LLOYDS, BV, DNV, TUV, ABS, MOODY, AIB-Vincotte) certifying that the plant has capability to coat line pipes (external/internal, as applicable) complying with technical requirements specified in bid document. Non-compliance to the above requirement will make the plant liable for rejection.

The certificate for coating plant qualification from one of the above mentioned reputed agencies for the proposed coating plant for same or higher size as quoted for, issued in the last 12 months, reckoned from the bid due date, for any of AGCL /GAIL GAS/OIL projects shall be considered acceptable for this project also.

- Bidder can relocate their coating plant near the dumpsite/ storage yard, subject to meeting the following:
 - i. Certificate from third party inspection (TPI) Agency for the existing coating plant as specified in A.1.2(02) above along with the bid.
 - ii. A confirmation with the bid that the bidder will provide certificate from one of the above TPI Agency for the relocated coating plant before start of the execution of order from the relocated plant.



A.2 For sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses

The bidders who are sole selling agents / authorized distributors/ authorized dealers/authorized supply houses of the domestic manufacturers of coated line pipes are eligible to bid on behalf of the domestic manufacturers. However, this shall be subject to the following conditions:

- i. The Bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured coated line pipes as per Annexure-I to BEC.
- ii. The bidder shall furnish the affidavit of self-certification issued by the domestic manufacturer to PBGPL/Mecon declaring that the coated line pipes are domestically manufactured in terms of the domestic value addition of 35% as mentioned at para A.1.1 (01).
- iii. The bidder shall supply line pipes produced by the established line pipe manufacturer who meets qualification requirements stipulated under clause A.1 (i.e. combined qualification of A.1.1 & A.1.2) above.
- iv. Further, one manufacturer can quote only through one sole selling agent / authorized distributor/ authorized dealer/ authorized supply house and a sole selling agent / authorized distributor/ authorized dealer/ authorized supply house shall offer product of only one manufacturer.
- v. The bid shall be liable for rejection in case of change of proposed coated line pipe manufacturer / mill as mentioned at A.2 i. after submission of bid. Similarly the coated line pipe manufacturer cannot change its sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house of the domestic manufacturers after submission of bid as mentioned at A.2 i., or else the bid shall be rejected.
- vi. It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to PBGPL/Mecon as per the policy.

NOTE: A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for Subsidiary/ Fellow Subsidiary/ Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary / Holding Company. Such bidders to submit these documents in addition to the documents specified to meet BEC.



B. Financial Criteria

B.1 Annual turnover

The minimum annual turnover achieved by the bidder as per their audited financial results in anyone of the last three preceding financial years shall be as under:-

Item no.	Minimum Annual Turnover requirement (in Rs.)
A	1075.00 Lakh
В	360.00 Lakh
С	275.00 lakh
D	600.00 lakh

B.2 Net Worth

Net worth of the bidder should be positive as per the immediate preceding financial year's audited financial results.

B.3 Working Capital

The minimum working capital of the bidder as per the immediate preceding financial year's audited financial results shall be as under:

Item no.	Minimum Working Capital Requirement (in Rs.)
A	215.00 Lakh
В	72.00 lakh
С	55.00 Lakh
D	120.00 Lakh

Note:

- If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (strictly as per format at F-13) from their bank having net worth not less than Rs.100 crores, confirming the availability of line of credit for at least the working capital requirement as stated above.
- The Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.
- **B.4** For the bidders whose financial year is calendar year, for such bidders the audited financial results shall be considered as calendar year in lieu of financial year.
- **B.5** If a bidder quotes for more than one item, then the requirement of minimum Annual Turnover and minimum Working Capital will be calculated on cumulative basis for the quoted items.

Note to BEC-Financial:

(i) Annual Turnover:

In case the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.

(ii) Net Worth/Working Capital:



In case the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th September of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

C. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

C.1 Bidder shall furnish dully filled-up Form-1 attached at Annexure to BEC.

Bidder shall meet the technical as well as commercial qualification criteria as stated above.

Bidder shall furnish the documentary evidence along with the bid, to establish the qualification criteria, such as purchase order/ work order, inspection release note/ completion certificates of relevant supplies, third party certificate, API Licence to use API monogram on API 5L PSL-2 line pipes, production catalogues, reference list of previous supplies, data for establishing production capacity, details of manufacturing, inspection & testing facilities at proposed mill(s).In absence of requisite documents, PBGPL reserves the right to reject the bid without making any reference to the bidder.

For establishing equivalence with API 5L PSL-2, bidder shall submit the copy of applicable code (English translation of relevant extracts) duly certified by Chamber of Commerce, in case the code is in different language other than English. In addition, bidder shall submit certified document establishing the equivalence of SMYS and Fracture Toughness Test results.

Note1:

• For Technical BEC: Only Documents (Work order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid submitted by the bidder shall be considered in reply to queries during evaluation of Bids.

In support of Financial criteria of Bid Evaluation criteria (BEC) bidder is required to

submit following:

BEC Clause no.	Description	Documents required for qualification		
B.1	Annual	Bidder(s) shall submit copy of Audited Annual Financial		
	Turnover	Statement including Auditor's report [balance sheet and Profit & Loss Account Statement, notes, schedules etc.] of three (3) preceding Financial year(s) along with un-priced bid.		
B.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement including Auditor's report [balance sheet and Profit & Loss Account Statement, notes, schedules etc.] of last Financial year along with un-priced bid.		
В.3	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement including Auditor's report [balance sheet and Profit & Loss Account Statement, notes, schedules etc.] of last Financial year(s) along with un-priced bid. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank (strictly as per format at F13) having net worth not less than Rs. 100 crores, (or equivalent in USD), confirming the availability of line of credit for at least working capital requirement as stated above.		

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be considered as submitted in bid/subsequent response against



PBGPL/PMC's query, if any. Any information/ documents issued post final bid due date shall not be considered for evaluation.

Note 2:

Exchange rate for Conversion of Currency for evaluation of documents submitted by the bidders for BEC which are in other currency than specified in BEC shall be as follows:

(a) **BEC** (**Technical**): Bill selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order submitted by bidder.

(b) BEC (Financial):

(i) For Annual Turnover:

The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

(ii) For Net-Worth & Working Capital:

The Bill selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

(c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

https://www.ex.com/currencyconverter

https://economictimes.indiatimes.com/markets/forex/currency-converter

https://www.oanda.com/currency/converter

D. ELIGIBILITY CRITERIA OF A BIDDER IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) AS UNDER (FOR DETAILS – REFER CLAUSE NO 49.0 OF ITB):

Eligibility criteria in case bid (not under consortium arrangement) is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid-up share capital of the bidder company or vice versa shall be as per relevant ITB clause.

The Financial BEC of tenders is to be met by the bidder on their own.

E. CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER SHARES A LAND BORDER WITH INDIA (FOR DETAILS – REFER CLAUSE NO 50.0 OF ITB)

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

For details, relevant clause of ITB to be referred.

F. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC):



Technical Criteria of Bid Evaluation Criteria (BEC):

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified/ attested by Chartered Engineer and notary public with legible stamp.

Note: In case bidder is qualifying based on their foreign based supporting company's credentials, authentication requirements for such documents shall be applicable as required below:

Documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified / attested by Chartered Engineer/Licensed Professional Engineer / EurEta Registered Engineer / EurIng or Equivalent Registered Engineer of manufacturer's country with legible stamp.

Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/High Commission in manufacturer's country. However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.

Financial Criteria of Bid Evaluation Criteria (BEC):

Bidder shall submit "Details of financial capability of bidder" in prescribed format 'F-14' duly signed and stamped by a chartered accountant.

Further, copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp.

Practicing Chartered Accountants shall generate Unique Document Identification Number

(UDIN) for all certificates issued by them as per provisions of tender document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of tender document.

All documents in support of BEC should be scanned and uploaded in the E portal. In absence of requisite documents, PBGPL/MECON reserves the right to reject the bid without making any reference to bidders.



Annexure to BEC

Form-1

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs.100/- Stamp Paper Date:

SUB: TENDER FOR PROCUREMENT OF COATED CARBON STEEL LINE PIPES TENDER NO: 05/51/23VM/PBGPL/012-R1				
I	S/o,	D/o,	W/o,	Resident of hereby solemnly affirm and declare as under:
Notification	No: G. S	.R. 385	(E), F. N	ns and conditions of the policy of Government of India issued vide (io. 3(2)/2018-IDD Dated 29.05.2019, Amendment/Additions dated to the policy & further amendments thereof.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before PBGPL. for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of PBGPL. for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. as referred above wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that PBGPL is hereby authorized to forfeit my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. PBGPL to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of (Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors) <Insert Name, Designation and Contact No.>

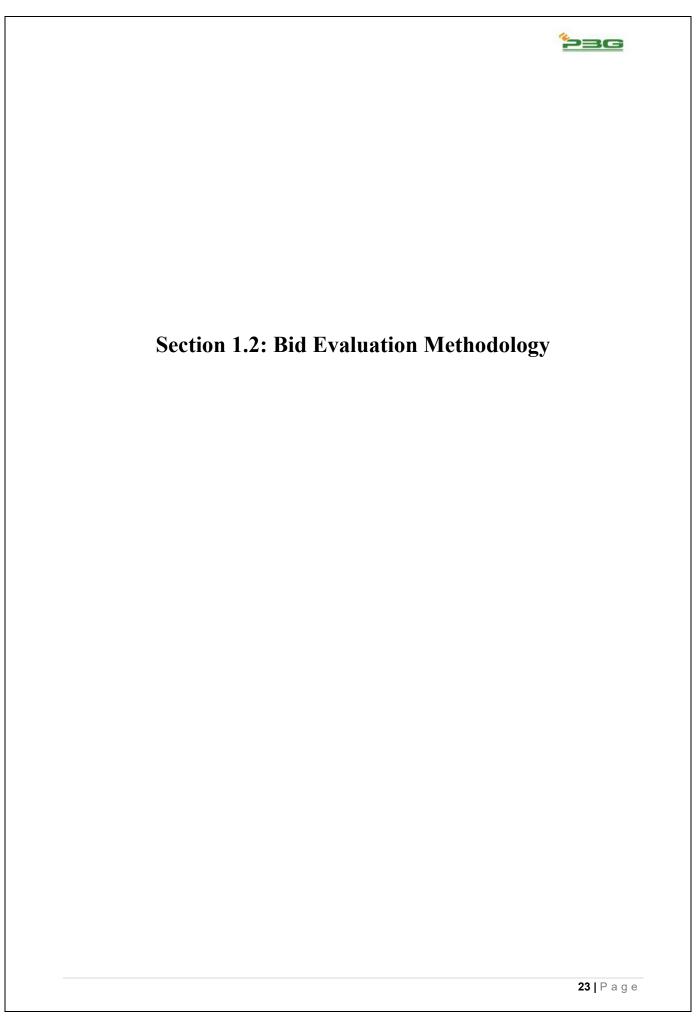
ANNEXURE-I Authorization Certificate



(To be given in Letterhead and under Seal)

	Ref: Date:			
	To, M/s PURBA BHARATI GAS PRIVATE LIMITED			
	SUB: TENDER FOR PROCUREMENT OF COATED CARBON STEEL LINE PIPES TENDER NO: 05/51/23VM/PBGPL/012-R1			
	Sub: Authorization certificate to our sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house			
	Dear Sir,			
	Whereas we are the manufacturers of and in accordance with our policy we do no quote directly against enquiries floated in the market.			
	Whereas M/s. PBGPL has floated enquiry for PROCUREMENT OF COATED CARBON STEEL LINE PIPES vide Bidding Document No. 05/51/23VM/PBGPL/012-R1 and we are aware of the specifications contained in the Bidding Document.			
	Whereas M/s is our sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house and under our letter of authorization has submitted a Bid No. dated against Bidding			
	Document no. floated by PBGPL for			
	Project, we hereby do undertake and guarantee as follows:			
1.	In the event M/s qualifies the bidding process and is placed with order against the enquiry floated vide Bidding Document No We shall supply the items in accordance with the specifications contained in Bidding Document No			
2.	We shall fully comply with the guarantee/warranty requirements in accordance with Bidding Document no.			
3. This letter of undertaking shall remain valid concurrently with the obligations of M/sBidder.				
	Thanking you,			
	Sincerely yours,			
	Manufacturer's name: Signature: Seal:			
	NOTE: This Letter should be duly authenticated in line with Clause no. F. above			

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05/51/23VM/PBGPL/012-R1 23 of 239 Coated Carbon Steel Line Pipes



EVALUATION METHODOLOGY

1. Bidder can quote one or more items. Bidders have to quote for full quantity of quoted item(s), else bidder's offer shall not be considered for evaluation. Evaluation and order placement shall be done Item wise (i.e. SOR item Nos.- A, B, C & D shall be separately evaluated) considering total landed price of each item (including quoted GST), on least cost to PBGPL basis.

If the bidder happens to be lowest (L-1) bidder for number of item(s) in the price schedule and qualifies for lesser number of item(s) in the price schedule, then the order shall be placed on "least cost to Owner basis" for the number of price schedule item(s) for which the bidder qualifies. Once certain item(s) awarded to such L1 bidder, the bidder ceases to be lowest bidder for the remaining item(s).

Note: Preference as per Procurement Preference Policy-Assam, Public procurement Policy & Public Procurement (Preference to Make in India), Order 2017 ('PPP-MII Policy') shall be applicable considering tendered items as split-able.

- 2. The evaluated price of bidders shall include the following:
 - i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
 - ii) Inland transportation upto Delivery location and other costs incidental to delivery of goods
 - iii) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above)
 - iv) Charges for incidental services, **if any as per SOR**, and GST (CGST & SGST/UTGST or IGST) on these services
 - v) Other loading, if any, as specified in Tender Document

Note:

- a) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- b) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.
- c) In case any cess on GST is applicable, same shall also be considered in evaluation.
 - The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST)

INSTRUCTIONS TO BIDDERS [ITB]



[to be read in conjunction with bid data sheet (BDS)]

[A] - GENERAL

1.0 SCOPE OF BID

- 1.1 The Purchaser/ Owner/ Employer/ PBGPL as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive Bids as described in the Bidding Document/ Tender Document.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the "Supplier") shall complete delivery of Goods along-with its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents,
 - a. The terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
 - b. 'Day' means 'Calendar Day'
 - c. The singular shall include the plural and vice versa wherever the context so requires.

2.0 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 38.0 (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday'/ Banning List by PBGPL/GAIL Gas Limited or Public Sector Project Management Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or on the Suspension list of PBGPL/GAIL Gas Limited or banned/ blacklisted by Government department/ Public Sector on Due Date of Bid Submission.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to PBGPL/MECON by the bidder.

It shall be the sole responsibility of the bidder to inform PBGPL/MECON in case the bidder is put on 'Holiday'/ 'Banning List' by PBGPL/GAIL Gas Limited or Public Sector Project Management Consultant (such as EIL, MECON; only due to "poor



performance" "corrupt and fraudulent practices") banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 38.0 of ITB.

2.3 The Bidder should not be under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to PBGPL/ MECON by the bidder.

It shall be the sole responsibility of the bidder to inform PBGPL/ MECON in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 38 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:
 - (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services forms a part of or
 - that has been hired (proposed to be hired) by the Employer as an Engineer/ (ii) Consultant for the contract.
- 2.5 Neither the firm/ entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV's/ subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/ Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 **Power of Attorney:**

Power of Attorney to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

- In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
 - a) In case of Proprietorship: by Proprietor
 - b) In case of Partnership: by all Partners or Managing Partner
 - c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP

- d) In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.
- (II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

The Power of Attorney should be valid till award of contract / order to successful bidder.

- 2.8 The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.
- 2.9 Bids shall be evaluated as per Bid Evaluation Criteria (BEC) as provided in Section 1.1

3.0 <u>BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY</u> OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS))

- 3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfil the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV). In case of award, payment shall be made to the Consortium/JV.
- 3.2 The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution of Contract for timely completion of supply and shall receive/ send instructions for and on behalf of the Consortium/JV.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a

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consortium/JV shall be liable for rejection.

3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by PBGPL/GAIL Gas Limited or Public Sector Project Management Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or on the Suspension list of PBGPL/GAIL Gas Limited or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.

4.0 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
 - Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at clause no. 4.1 and 4.2 herein above shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

5.0 COST OF BIDDING

5.1 **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, PBGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6.0 SITE VISIT

6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.

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- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The intending bidders shall be deemed to have visited the site and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the Supply in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance
- 6.4 The Bidder shall not be entitled to hold any claim against PBGPL for non-compliance due to lack of any kind of pre-requisite information, as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – BIDDING DOCUMENT

7.0 **CONTENTS OF BIDDING DOCUMENT**

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Clarifications' or 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-8.0 and 9.0"
 - ➤ Invitation for Bids (IFB)

	Instructions to Bidders [ITB]	Section 1
	Bid Evaluation Criteria [BEC]	Section 1.1
	Bid Evaluation Methodology	Section 1.2
\triangleright	General Condition of Contract [GCC]-Goods	Section 2
>	Special Conditions of Contract [SCC]	Section 3
\triangleright	Technical Specifications, Drawing and Scope of	Section 4
	Supply / Material requisition	
\triangleright	Price Schedule/ Schedule of Rates	Section 5

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The Instructions to Bidders together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8.0 <u>CLARIFICATION OF BIDDING DOCUMENTS</u>



- A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify MECON in writing or by fax or email at MECON's mailing address indicated in the **BDS** no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. PBGPL /MECON reserves the right to ignore the bidders request for clarification if received after the aforesaid period. PBGPL/MECON may respond in writing to the request for clarification. PBGPL/MECON' response including an explanation of the query, but without identifying the source of the query will be uploaded on websites, as mentioned at 2.0 (F) in IFB / communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer by way of above is liable to be considered as "no clarification / information required".
- 8.3 The Bidder shall submit their queries / clarifications to MECON in the format "F-15"

9.0 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the Due Date and Time of Bid Submission, Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and shall be hosted on websites, as mentioned at 2.0 (F) in IFB. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Purchaser, if it considers necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10.0 LANGUAGE OF BID

The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and PBGPL/MECON shall be written in English language alone. Any printed literature furnished by the bidder may be written in another language as long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of Bidders' country in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

In the event of submission of any document/ certificate by the Bidder in a language



other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

11.0 **DOCUMENTS COMPRISING THE BID**

11.1 Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-I, User Manual for Bidders and FAQs available in e-Portal and bids submitted manually shall be rejected. The Bid must be submitted on E-portal as follows:-

Bid should be submitted at the portal for e-tender (www.tenderwizard.com/MECON) in Two Bid system in two parts as below:

- (i) TECHNO-COMMERCIAL/UN-PRICED BID (Part-I)
- (ii) PRICE BID (Part-II).

11.1.1 PART-I: TECHNO-COMMERCIAL / UN-PRICED BID

11.1.1.1PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:

- a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b) 'Bidder's General Information', as per 'Form F-1'.
- c) 'Bid Form', as per 'Form F-2'
- d) Copies of documents, as required in 'Form F-3'
- e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item. Schedule of Rates (Unpriced Bid) to be considered for the same.
- f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- g) 'No Deviation Confirmation', as per 'Form F-6'
- h) 'Bidder's Declaration regarding Holiday/ Banning, Anti-Corruption, Conflict of Interest, Liquidation, Court Receivership and Bankruptcy', in 'Form F-7'
- i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- j) 'Agreed Terms and Conditions', as per 'Form F-9'
- k) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- 1) Undertaking on the Letter head, as per the Form F-10.
- m) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder as per the Form F-11.
- n) Any other information/details required as per Bidding Document
- o) Documents towards EMD/ Bid Security as per Clause 16 of ITB Note: In case bidder is claiming exemption of EMD as per tender conditions, form F-25 is needed to submitted along with other relevant documents.
- p) All forms and Formats including Annexures.
- q) Tender Document digitally signed by the Authorized Signatory.
- r) Additional document specified in Bid Data Sheet (BDS), Special Conditions of



- Contract (SCC), Scope of Supply, if any
- s) Integrity Pact as per Form F-17 (if applicable)
- t) List of JV member (s), if any, and Joint Venture Agreement as per clause no. 3 of ITB or as specified elsewhere in the Tender Document, if JV/ Consortium is allowed to bid as per tender conditions.
- u) Details of Quoted Scope as per F-21, if applicable
- v) Undertaking on Letterhead in respect of bidder not being from a country which shares land border with India.
- w) Undertaking regarding submission of Contract Performance Security (SD) within stipulated Time-Line Refer Form F-26
- x) Forms as required under POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017, (Annexure-VI)
- y) Forms as required under PROCUREMENT PREFERENCE POLICY, ASSAM, 2015& AMENDMENT 2017 (Annexure-VII)

Note: Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of tender document.

11.1.1.2 PART-I of the bid must be submitted on e-Portal as follows:

All the documents mentioned above at 11.1.1 should be uploaded on e-portal. The "authorized signatory" of the Bidder holding Power of Attorney must digitally sign all uploaded files.

However, bidders must submit the original "Bid Security / EMD (if applicable) [Submission of original is not applicable for online banking transaction], Power of Attorney, Integrity Pact (if applicable) and any other documents specified in the bidding documents to address mentioned in clause 21.0 of ITB, in a sealed envelope, super scribing the Tender details & number within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD (if applicable) in original by Due Date and Time of Bid Submission .or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD copy of which has been uploaded, is received within 7 days from the Due Date and Time of Bid Submission, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.1.2 PART-II: PRICE BID

11.1.2.1**PART-II: PRICE BID** of the bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender



Document. Schedule of Rates (Price Bid) to be considered for the same. PBGPL shall not be responsible for any failure on the part of the bidder to follow the instructions given in Tender & User Manual on e-portal and the Notes given below:

Note:

- The Price bid to be uploaded in accordance with Annexure-I.
- ii) Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents.
- iii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iv) If any unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/ Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of Services and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- 11.1 Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-I, User Manual and FAQs available in e-Portal www.tenderwizard.com/MECON. Bids submitted manually shall be rejected.
- In case of bids invited under single bid system, a single envelope containing all 11.2 documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the e-bid. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12.0 PRICE SCHEDULE / BID PRICES

12.1 Bidders shall indicate the following in the Price Schedule/SOR format.

- 12.2 Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- 12.3 GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- 12.4 Deleted
- 12.5 Inland transportation upto Delivery Location and other costs incidental to delivery.
- 12.6 The material is required to be delivered through a reliable bank approved Road Transport Company.
- 12.7 Also, PBGPL reserves the right to transport the material with it's own transporter.
- 12.8 Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.
- 12.9 Deleted
- 12.10 Bidder shall arrange transit insurance on their own and include cost towards the same in quoted prices.
- 12.11 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.
- 12.12 The delivery basis of the goods is mentioned in bidding document. The date of receipt of material at client's store/ warehouse shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.13 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in the specific Format, as provided in ITB and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 12.14 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.



- 12.15 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB.
- 12.16 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

13.0 TAXES AND DUTIES

13.1 Within the contractual delivery/ completion period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to PBGPL's account.

Any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery/ completion period shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

13.3 Deleted

- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

13.6 Regarding Reconciliation between GSTR 2A and Input Tax Credit

Supplier shall ensure timely submission of correct invoice(s), as per GST rules/regulation, with all required supporting document(s) within a period specified in Contract to enable PBGPL to avail input credit of GST (CGST&SGST/UTGST or



IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to PBGPL for any reason not attributable to PBGPL, then PBGPL shall not be obligated or liable to pay or reimburse GST (CGST&SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST&SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by PBGPL in future to the Supplier/Contractor under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of PBGPL that the Supplier has not remitted the amount towards GST (CGST&SGST/UTGST or IGST) collected from PBGPL to the government exchequer, then, that Supplier shall be put under Holiday list of PBGPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on PBGPL.

- 13.7 The supplier shall mention the particulars of PBGPL on the Invoice. Besides, if any other particulars of PBGPL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 PBGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
- 13.9 However, in case any unregistered bidder is submitting their bid, there prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.
- 13.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by PBGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then PBGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST & SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by PBGPL.

13.11 Anti-profiteering clause

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier may note the above and quote their prices accordingly.

13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are



subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).
- 13.14 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the "Zero" or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, PBGPL shall place orders.

13.15 Provision w.r.t. E- Invoicing requirement as per GST laws

Supplier / Service Provider / Contractor/ Consultant (s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E-Invoicing under GST law. If the invoice issued without following this process, such invoice cannot be processed for payment by PBGPL as no ITC (Input Tax Credit) is allowed on such invoices.

Therefore, all the payments to such supplier / service provider / contractor/ consultant who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to PBGPL for any reason attributable to supplier / service provider / contractor/ consultant (both for E-invoicing cases and non-E-invoicing cases), then PBGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / set off / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any



amounts paid or becomes payable in future to the supplier / service provider / contractor/ consultant under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider/Consultant as per format enclosed at Annexure-1 along with documents for release of payment.

Annexure-1

UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS) (to be submitted on letter bead al.

(to be submitted on letter head	along with documents for release of payment)				
To, M/s Purba Bharati Gas Private Limited, C/o MS Boraj Infrastructure Pvt. Ltd., B Opposite Hanuman Mandir, Lachit Naga Guwahati-781007, India	· ·				
SUB: LOA NO:					
Dear Sir,					
We (Name Consultant) hereby confirm that E-Invoi	of the Supplier/Contractor/Service Provider/ ce provision as per the GST Law is				
(i) Applicable to us	[]				
(ii) Not Applicable to us	[]				
(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓or X) above).					
with all the requirements of GST Laws. such invoice cannot be processed for allowed on such invoices. We also confor any reason attributable to Supplier invoicing cases and non-E-invoicing case or reimburse GST (CGST & SGST/UT entitled to deduct / setoff / recover such Input Tax Credit amount together with	onfirm that we will submit E-Invoice after complying If the invoice(s) issued without following this process, payment by PBGPL as no Input Tax Credit (ITC) is firm that If input tax credit is not available to PBGPL/Contractor/Service Provider/ Consultant (both for E-ses), then PBGPL shall not be obligated or liable to pay GST or IGST) claimed in the invoice(s) and shall be the GST amount (CGST & SGST/UTGST or IGST) or penalties and interest, if any, by adjusting against any future to the Supplier/Contractor/Service Provider any other contract.				
Date: Na De	ignature of Authorized Signatory of Bidder] ume: esignation: dder Name: al:				



13.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of PBGPL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of PBGPL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of PBGPL.

14.0 BID CURRENCIES

Bidders must submit bid in Indian Rupees only.

15.0 BID VALIDITY

- 15.1 Bids shall be kept valid for a period of 90 days from the Due Date of Bid Submission. A Bid valid for a shorter period may be rejected by PBGPL/MECON as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-15" in all respects.
- **16.0** <u>EARNEST MONEY DEPOSIT/ BID SECURITY</u> (FOR APPLICABILITY OF THIS CLAUSE REFER BID DATA SHEET(BDS))
- Bids must be accompanied with 'Earnest Money Deposit/ Bid Security' in the form of "Online Banking transaction" or 'Demand Draft' or 'Banker's Cheque' [in favour of PURBA BHARATI GAS PVT LTD, payable at the place as defined in BDS)] or 'Bank Guarantee' or 'Letter of Credit' as per the format given in Form -4/4A of the bidding documents [in favour of PURBA BHARATI GAS PVT LTD]. Please refer BDS for further details. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

To enable the bidders to utilize online transaction option, Bank details of PBGPL is as specified in Bid Data Sheet [BDS].

Bidder is required to upload the successful Transaction Details along with their e-bid. In case of online transaction, submission of EMD in original is not applicable.



- 16.2 The 'Bid Security' is required to protect PBGPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".
- 16.3 PBGPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by PBGPL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and furnishing the 'Contract Performance Guarantee / Security Deposit' pursuant to clause 37.0 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
 - a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - b) If a Bidder has indulged in corrupt/fraudulent/collusive/coercive practice
 - c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - e) In the case of a successful Bidder, if the Bidder fails to:
 - i) to furnish "Contract Performance Guarantee / Security Deposit", in accordance with "ITB: Clause-37"
 - ii) to accept 'arithmetical corrections' as per provision of the clause no. 30 of ITB.
- Bid Security should be in favour of Purba Bharati Gas Private Limited and addressed to PBGPL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Services for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.

MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security in accordance with the provisions of PPP-2012 as stipulated in Clause 39.0 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler registered with DIC are not entitled for exemption of EMD. The Government Departments/ PSUs are also exempted from the payment of Bid Security. Further, Startups are also exempted from the payment of EMD.

Bidders claiming exemption of EMD as per this clause shall submit form F-25 along with other relevant document.

- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by PBGPL. The forfeiture amount will be subject to final decision of PBGPL based on other terms and conditions of order/ Contract.
- 16.11 EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected

17.0 PRE-BID MEETING

16.9

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at the time and address as specified in BDS. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering process. The Bidder must submit their queries / clarifications to MECON in the format "F-15", as mentioned at clause no. 8.0 of ITB.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on websites mentioned at 2.0 (F) under IFB against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9.0", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18.0 FORMAT AND SIGNING OF BID

18.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or



- amendment(s) have been made shall be initialled by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person or persons signing the Bid.

19.0 ZERO DEVIATION AND REJECTION CRITERIA

ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may 19.1 lead to rejection of bid. PBGPL will accept bids based on terms & conditions of "Bidding Documents" only. PBGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 28 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. PBGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. PBGPL reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be submitted in writing within the permitted time frame and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 **REJECTION CRITERIA:**

Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- a) Firm Price
- b) Earnest Money Deposit / Bid Security
- c) Specifications & Scope of Services
- d) Schedule of Rates / Price Schedule / Price Basis
- e) Duration / Period of Contract/ Completion schedule
- f) Period of Validity of Bid
- g) Price Reduction Schedule
- h) Contract Performance Bank Guarantee / Security Deposit
- i) Guarantee / Defect Liability Period
- j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- k) Force Majeure & Applicable Laws
- 1) Payment terms
- m) Integrity Pact, if Applicable
- n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20.0 E-PAYMENT

- 20.1 Payments to Suppliers will be made electronically, through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.
- 20.2 Further, to promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

[D] – SUBMISSION OF BIDS

21.0 BID SUBMISSION

- 21.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 However, Bidders are required to submit original Bid Security/ EMD (if applicable) [Note: submission of original is not applicable for online banking transaction], Power of Attorney and any other documents (as specified in the tender) at the address specified in BDS.
- 21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

22.0 <u>DUE DATE AND TIME OF BID SUBMISSION</u>

- 22.1 The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/ BDS.
- 22.2 PBGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9.0 of ITB refers). In which case all rights and obligations of PBGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on websites listed at 2.0 (F) in IFB under IFB/communicated to the bidders.

23.0 <u>LATE BIDS</u>

Bidders must ensure submission of bids within the Due Date and Time of Bid Submission., e-Portal shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter. Where the bid bond/ physical documents has been received but the bid is not submitted by the bidder in the e- portal, such bid bond/ physical documents shall be returned immediately.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS



- 24.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per tender document.
- 24.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22.0 of ITB. No bid shall be modified/ withdrawn after the Due Date and Time of Bid Submission.
- 24.3 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 16.0 of ITB and rejection of bid.
- 24.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 VOID

[E] – BID OPENING AND EVALUATION

25.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

PBGPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for PBGPL' action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which PBGPL shall respond quickly.

26.0 BID OPENING

26.1 *Unpriced Bid Opening:* PBGPL/MECON will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening statement/register evidencing their attendance.

26.2 Price Bid Opening:

26.2.1 PBGPL/MECON will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register



evidencing their attendance and may be required to be present on a short notice.

- 26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened.
- 26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27.0 CONFIDENTIALITY

During Bid Process: Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.

28.0 CONTACTING THE EMPLOYER

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.
- 28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The Owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid
 - a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - b) Has been properly signed;
 - c) Is accompanied by the required 'Earnest Money / Bid Security';
 - d) Is substantially responsive to the requirements of the Bidding Documents; and
 - e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions. For this purpose, Employer defines the foregoing terms below:
 - a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or



documentation required in the tender document.

- 29.3 A material deviation, reservation or omission is one that,
 - a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30.0 CORRECTION OF ERRORS

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
 - iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
 - iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31.0 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section 1.2 of bidding documents.

In case of a tie at the lowest bid (L1) position between two or more startup/non-startup



bidders, the order/LoA will be placed on the bidder who has higher/highest turnover in last audited financial year.

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department of Industrial Promotion and Policy.

32.0 QUANTITY VARIATION

- Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto ± 5% may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary. Provisions for the quantity tolerance stipulated in Technical Volume/SCC shall prevail over above provision.
- 32.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

33.0 PURCHASE PREFERENCE

- 33.1 Purchase preference to Central government Public Sector Undertaking, Domestically Manufactured Electronic Products and Micro and Small Enterprises (MSEs), Purchase Preference as Per Public Procurement (Preference to Make In India), Order 2017 ('PPP-MII Policy') and Procurement Preference Policy, Assam, 2015 & Amendment 2017 shall be allowed as per Government instructions in vogue.
- Preference for Domestically Manufactured Electronic Products (DMEP) shall be as per Format F-19. For applicability, please refer BDS.

[F] - AWARD OF CONTRACT

34.0 AWARD

Subject to "ITB: Clause-29.0", PBGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.

35.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

35.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by PBGPL either by Fax / E - mail / Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on PBGPL and successful Bidder (i.e. Supplier/ Seller). The Notification of Award/ FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be



issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. PBGPL may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

- 35.2 Contract/ Delivery/ Completion Period shall commence from the date of Notification of Award/ FOA or as mentioned therein.
- 35.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Guarantee / Security Deposit', pursuant to "ITB: Clause-37.0", PBGPL/MECON will promptly discharge his EMD, pursuant to "ITB: Clause-16.0".
- 35.4 The order/ Contract value is subject to Price Reduction Schedule (PRS) clause.

36.0 **DISPATCH SCHEDULE**

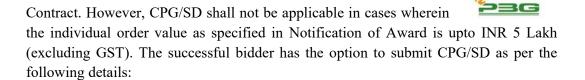
36.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) (project site) basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / PBGPL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as specified in BDS or as per Purchase Order, if a separate person is mentioned therein:

- i) Shipments Schedule
- ii) Dimension details of packages
- iii) Detailed technical write-up along with Catalogue (if applicable)
- iv) Any other document/details, if mentioned in Purchase Order
- 36.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by PBGPL, the concerned designated order issuing authority may be contacted in this regard.
- 36.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

37.0 CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

37.1 Within 30 days of the receipt of the notification of award/ FOA from PBGPL, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit. The Contract Performance Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the



i) Procurement of materials (Non-ARC case)

SD/CPBG @ 3% of Total Order/ Contract Value within 30 days of FOA/ notification of award.

ii) Annual Rate Contracts for materials (ARC case)

SD / CPBG @ 3% of Annualized Order / Contract value within 30 days of FOA/ notification of award.

- 37.2 The Contract Performance Guarantee shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of Contract Performance Guarantee, Contract Value shall be exclusive of taxes and duties / GST (CGST & SGST/UTGST or IGST).
- 37.3 Bank Guarantee towards Contract Performance Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.
- 37.4 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 37.5 Further, the bidder can submit CPBG on line through issuing bank to PBGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by PBGPL.
- 37.6 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by PBGPL. The forfeiture amount will be subject to final decision of PBGPL based on other terms and conditions of order/ contract.
- 37.7 CPBG / Security Deposit will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of



CPBG / Security Deposit submitted by the Supplier / Contractor / Service Provider.

37.8 The successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of PBGPL's Bank Account is mentioned in BDS.

While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

38.0 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/COERCIVE PRACTICES

- 38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-III.
- 38.2 Deleted

38.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS /BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in PBGPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Purba Bharati Gas Private Limited, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Purba Bharati Gas Private Limited, such decision of Purba Bharati Gas Private Limited shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

39.0 <u>PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES</u>

39.1 Following provision has been incorporated in tender for MSEs, in line with notification

of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1 +15% shall also be allowed to supply a portion of requirement by bringing own their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) \pm 15%, may be awarded for full/complete supply of total tendered value subject to matching of L1 price.

- 39.2 The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
 - c) In case of private Limited Companies, at least 51% share is held by SC/ST.

If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women.

If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

39.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

a) Ministry of MSME vide Gazatte notification no.CG-DL-E-26062020-220191 dated 26.06.2020 has notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filling the memorandum (Udyam Registration) w.e.f 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/)

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration shall continue to be valid for a period upto 30.06.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

b) If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 39.4 If against an order placed by PBGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No, Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 39.5 The benefits of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.
- 39.6 Void



40.0 PACKING INSTRUCTIONS

- 40.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.
- 40.2 Fragile articles should have special packing materials depending on type of materials.
- 40.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 40.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 40.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 40.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 40.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:			
DESTINATION:			
Purchase Order No			
Net Wt	Kgs,		
Gross Wt	Kgs.		
Dimensions	X	X	CM.
Package No. (Sl. No. of total pa	ckages)	• • • • • • • • • • • • • • • • • • • •	
Seller's Name			

- 40.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:
 - a) Vehicle/Equipment etc. should be brought to site in good conditions.
 - b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
 - c) Valid operating/driving license of driver/operator





41.0 <u>VENDOR PERFORMANCE EVALUATION</u>

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure IV. The Period of Holiday mentioned in GCC clause no. 28.1.3 shall be superseded by the period mentioned in Annexure IV.

42.0 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

43.0 **VOID**

44.0 <u>DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING</u> APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

VOID

45.0 REPEAT ORDER

Refer SCC.

46.0 **VOID**

47.0 PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME)

Not Applicable for this tender.

48.0 GUIDLINES FOR PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract,

supplier/contractor/service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/contractor/service provider has raised the invoice for full value, then supplier/contractor/service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/contractor/service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, PBGPL will release the payment to supplier/contractor/service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material."

In case any financial implication arises on PBGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/contractor/service provider. PBGPL shall be entitled to deduct / setoff / recover such GST amount (CGST&SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by PBGPL in future to the Supplier/ Contracor under this contract or under any other contract.

49.0 ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) WHICH HOLDS MORE THAN FIFTY PERCENT OF THE PAID-UP SHARE CAPITAL OF THE BIDDER COMPANY OR VICE VERSA

Offers of those bidders (not under Consortium arrangement) who themselves to do not meet the technical experience criteria as stipulated in BEC and are quoting based on the experience of foreign based another company (supporting company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other agreement like technical collaboration agreement.

Credential of Supporting company/backup agency (if allowed in Bid Evaluation Criteria) from a country which shares land border with India will only be considered if they are registered with the Competent Authority as on bid due date, specified in Annexure I of Order (Public Procurement No. 1) dated 23.07.2020 of Department of Expenditure.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure your commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following agreement/ guarantees/ undertakings along with the techno-commercial bid.

i) An agreement (as per format enclosed act format F-22) between the bidder and the supporting company.



- ii) Guarantee (as per format enclosed at format F-23) by the supporting company to PBGPL for fulfilling the obligation under the Agreement.
- iii) Undertaking by supporting company to provide a performance bank guarantee (as per format and instructions enclosed at format F-24) equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In case where foreign based supporting company does not have permanent establishment in India as per Indian Income Tax Act, the bidding company can furnish performance bank guarantee for an amount, which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.

iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by PBGPL due to non-performance of the bidding company.

Note: In case supporting company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

The Financial BEC of the tender is to be met by bidder on their own.

50.0 PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

- 1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website https://doe.gov.in/procurement-policy-divisions.
- 2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India



- 3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- **5.** "Beneficial owner" for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- **6.** "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-I.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II

Form-I



UNDERTAKING ON LETTERHEAD

To, M/s Purba Bharati Gas Private Limited, C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES **Tender no.**: 05/51/23VM/PBGPL/012-R1 Dear Sir, We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s (Name of Bidder) is : (i) Not from such a country (ii) If from such a country, has been registered 1 with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached) (Bidder is to tick appropriate option (\checkmark or X) above). We hereby certify that bidder M/s_____ (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



Form-II

$\frac{\text{CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-}{\text{CONTRACTING}}$

Not Applicable for this tender



51.0 POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

Policy to Provide Purchase Preference ss Per Public Procurement (Preference To Make In India), Order 2017 ('PPP-MII Policy') is available at Annexure-VI to ITB.

52.0 PROCUREMENT PREFERENCE POLICY, ASSAM, 2015 & AMENDMENT 2017

Refer Annexure-VII for Procurement Preference Policy, Assam.

Note:-

- 1. For availing preference as per Procurement Preference Policy, Assam, 2015, Amendment (2017) & revisions thereof, bidder shall submit an undertaking on bidder's letterhead, as per Enclosure I to Annexure VII with all required enclosures mentioned therein. In absence of non-submission of the undertaking, it shall be presumed that bidder is not eligible for the same.
- 2. Eligible bidders as per Procurement Preference Policy, Assam, have to match the L1 price to get the order for 25% of tendered quantity.

53.0 ORDER OF PRECEDENCE FOR PURCHASE PREFERENCE CLAUSE

For distribution of quantities among bidders, the precedence shall be in the following order:-

- 1). Procurement Preference Policy, Assam, 2015 & Amendment 2017
- 2). Purchase Preference under Public Procurement Policy for MSE 2012
- 3). Policy to Provide Purchase Preference as Per Public Procurement (Preference to Make in India), Order 2017 ('PPP-MII Policy')

Above shall supersede precedence given in PPP-MII Policy (Annexure VI) & example therein stands modified to this extent.

After allocating supplies/ works as per above policies, balance supplies/ work shall be awarded to L-1 bidder.

A bidder can avail purchase preference as per any one of the above three policies.

54.0 TDS

A. Provision w.r.t. TDS on Purchase of Goods under section 194Q of Income Tax Act:

- 1. TDS as applicable will be deducted by PBGPL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.
- 2. Since PBGPL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

B. Provision for higher rate of TDS:



As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to Rs. 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (i) Twice the rate mentioned in relevant TDS section.
- (ii) Twice the rate or rates in force
- (iii)

55.0 PROVISION REGARDING **POLICY** TO **PROVIDE PREFERENCE** TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP)

1.0 **BACK GROUND**

Ministry of Steel (MoS) vide Gazette notification dated 29.05.2019 has circulated revised Policy for Providing Preference to Domestically Manufactured Iron Steel Products in Government Procurement. Further, vide Gazette notification dated 31.12.2020, amendment/ addition to the Policy has been circulated. A copy of the policy, clarification (s) and amendment/ additions issues are available on website of Ministry of Steel (i.e. http://steel.gov.in/) for reference.

2.0 **DEFINITIONS**

- 2.1 Bidder may be a domestic/foreign manufacturer of steel or their selling agents/ authorized distributors/authorized dealers/authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2 "Domestically Manufactured Iron & Steel Products (DMI&SP)" are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix-A.
- 2.3 Domestic Manufacturer is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.
- 2.4 **Government** for the purpose of the Policy means Government of India.
- 2.5 Government agencies include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- 2.6 MoS Shall mean Ministry of Steel, Govt. of India.
- 2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties.
- 2.8 Semi-Finished Steel shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- 2.9 Finished Steel shall mean Flat and Long products, which can be subsequently processed into manufactured items.



- 2.10 **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 2.11 **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.
- 2.12 **Iron & Steel Product(s)** shall mean such iron and steel product (s) which are mentioned in Appendix A.
- 2.13 <u>Domestic value addition</u> means amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent. The 'domestic value addition' definition shall be in line with the Department for Promotion of Industry and Internal Trade (DPIIT) (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3.0 IRON & STEEL PRODUCTS

- 3.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B of the policy.
- 3.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel.
- 3.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.
 - Annexure-B is the Indicative list of capital goods (non-exhaustive) for manufacturing iron & steel products. Since, presently manufacturing iron & steel products is not being done by PBGPL, the provision regarding Annexure-B of policy will not be applicable.

3.4

- 3.4.1 If Ministry of Steel is satisfied that Indian suppliers of iron and steel products are not allowed to participate and/ or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of project of specific value in the procuring country etc., it may, if deemed appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to Ministry of Steel.
- 3.4.2 For the purpose of sub-paragraph 3.4.1 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country.



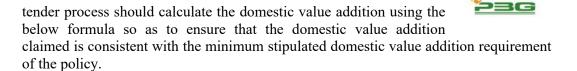
Indian suppliers shall mean those entities which meet any of these tests with respect to India. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

4.0 **TENDER PROCEDURE**

- For iron and steel products in Appendix A, the tender is open only to the 4.1 manufacturers/suppliers having the capability of meeting/exceeding the domestic value addition targets. Manufacturers/suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- The bidders who are sole selling agents/authorized distributors/authorized 4.2 dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
 - The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & Steel products.
 - In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to PBGPL declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
 - c) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to PBGPL as per the policy.

5.0 DOMESTIC VALUE ADDITION REQUIREMENT

- Minimum domestic value addition requirement to qualify the product as a 5.1 domestically manufactured iron & steel product mentioned in Appendix A.
- 5.2 Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent.
- In case the iron & steel products are made using domestic input steel (semifinished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to PBGPL.
- In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 5.3 It is recommended that procuring Government agency / bidder participating in the



For iron and steel products& capital goods

% domestic value addition

Total value of the item to be procured / sold (excluding net domestic indirect taxes) - the value of imported content in the item (including all customs duties)

----- X 100 %

Total value of the item to be procured / sold.

6.0 CERTIFICATION AND AUDIT

- 6.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to PBGPL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers to PBGPL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Annexure to BEC (FORMAT-1)** attached.
- 6.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (September 30 and March 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to PBGPL and shall continue to be filed till the completion of supply of the said products.
- 6.3 PBGPL shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of PBGPL to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 6.4 In case a complaint is received by PBGPL against the claim of a bidder regarding domestic value addition in iron & steel products, PBGPL shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

However, there would be a complaint fee of Rs. 10 Lakh or 0.2% of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft payable in favour of 'Purba Bharati Gas Private Limited' along with the complaint by the complainant. In case, the complaint is found



to be incorrect, the PBGPL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest. Further, no cognizance will be taken to any complain received without the compliant fee mentioned above.

- 6.5 Any complaint referred to PBGPL shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to PBGPL within 2 weeks of filing the complaint.
- 6.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of PBGPL. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation PBGPL to establish bonafides of claim.
- 6.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by PBGPL if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, Rs. 10 Lakh or 0.2% of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, will be payable by the bidder (who has furnished an incorrect certificate) toward pre-determined cost of assessment.
- 6.8 In case of misdeclaration by the bidder of the prescribed domestic value addition, in the tender document, PBGPL will also impose penalties including forfeiting of the EMD/ Contract Performance Security (CPS) as specified in the tender document and putting such bidder on banning list as per PBGPL extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" for the period as defined in **Annexure to BEC (FORMAT-1).**
- 6.9 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, PBGPL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

7.0 IMPLEMENTATION MONITORING BY MINISTRY OF STEEL

- 7.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.
- MoS shall be the nodal ministry to monitor the implementation of the policy. 7.2



8.0 REFERENCE TO MINISTRY OF STEEL

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.

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Annexure-I: Instructions for Participation in e-Tendering

Bidders are advised to download Notice Inviting Tender along with other tender documents from the e-Tendering portal www.tenderwizard.com/MECON (e-Portal) using their digital signature & registered used ID. The tender should be submitted online on our e-Tendering portal only.

Please visit e procurement web portal i.e. www.tenderwizard.com/MECON

Bidders are advised to go to "Support" section available at left hand side on home page where detailed procedure for submission of bids is available.

Below mention support topic available in support section:-

- 1. User Manual
- 2. Verify Browser PKI Setting
- 3. E-Payment for DSC (Vendors only)
- 4. System Requirement

Bidders may refer these and submit bid.

Notes:

- I. Bidders are advised to ensure that their bids are uploaded in e-Tender system well before the closing date and time of bid submission by pressing "Submit" button. It has been seen that bidder who try to upload his bid at the last moment often failed because of last minute unforeseen reasons. Therefore, bidders are requested to upload & submit all documents (Technical/Un-Priced Bid and Priced Bid) well in advance and refrain from submitting their bid at the last moment. Once bid is submitted successfully, bidders shall receive a system generated acknowledgement and response on their registered E-mail Id confirming successful submission of bid.
- II. MECON or MECON's client or ITI Limited shall not be responsible for any failure on the part of the bidder in submission of Bid.
- III. Demo Session/ practice of e-tendering portal shall be arranged by M/s ITI Limited, on request. Interested bidders may directly approach ITI Limited.
- IV. Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. No Manual/Hard copy of bid is acceptable. Bids submitted manually shall be rejected.
- V. Bid Sheets (Schedule of Rates (Price Bid)/ Schedule of Rates (Unpriced Bid)) must be downloaded only from <u>www.tenderwizard.com/MECON</u> for bid submission on the e-tender portal.
- VI. Bidders to note that any change in Price Schedule format shall be notified through corrigendum/ addendum and the same shall be considered for submission of price bid. In case bidders have already submitted their bid before publishing of corrigendum/ addendum related to change in price schedule format, the bidders are requested to re-submit price bid as per the changed Price Schedule format. Failure to re-submit the bid in such case may lead to auto rejection of the bid by the system for which bidder shall be solely responsible.



Annexure-II

Bid Data Sheet (BDS)

[ITB to be read in conjunction with BDS]

69 | P a g e



ITB clause	Description						
	A. GENERAL						
	The Purchaser is: PBGPL 1.1 The consignee details for the goods are as under:- (To be provided upon award)						
1.1							
	The name of the Procurement to be performed is: <u>COATED CARBON</u> <u>STEEL LINE PIPES</u>						
	BRIEF SCOPE OF SUPPLY/ WORK:						
	Manufacture and Supply of 3LPE coated pipes, transportation and handling of all coated pipes to storage yard, including unloading & making necessary arrangement for unloading and stacking of pipes at designated Storage Yard. Line Pipe details are as follows: -						
	Line 1	•	DESCRIPTION		QTY		
	Item No.	Manufacturing & supply of API 5L PSL 2 Carbon Steel					
		Specified Outside Diameter inch(mm)	Material Grade	Specified Wall Thickness (mm)			
	A	12 ³ / ₄ " (323.9)	X-56	6.4	24,000		
	В	8 5/8" (219.1)	X-52	6.4	12,000		
	С	6 ⁵ / ₈ " (168.3)	X-52	6.4	12,000		
1.2	D	4 ½" (114.3)	X-52	6.4	39,000		
	 NOTES: Bidders have to quote for full quantity against each quoted item A, B, C & D, e bidder's offer shall not be considered for evaluation. Item Nos. A, B, C & D shall have External Coating. Detailed scope of work and technical specifications are contained elsewhere in t tender document. Proposed location of storage yard shall be as per Table below. The location storage yards within each Geographical Area (GA) shall be Communicat prior to dispatch clearance. 						
	Storage Required Quantity (in meters)						
	Yard/		A B	С	D		
	Warehous Items e		3 ³ / ₄ " 8 ⁵ / ₈ " (219.1	6 5/8 "	4 ½" (114.3)		
	DS-1 Kamrup&		,000 12,00	0 4,000	23,000		
	Kamrup						



ITD							
ITB clause	Description						
	Metropolit						
	an						
	<u>DS-2</u>						
	Cachar, Hailakandi		13,000		8,000	16,000	
	,		,		,		
	Karimganj						
	Refer MR, V	olII for d	etailed scope o	of supply & so	ervices, if any		
	Bid From a C	onsortium	/ Joint Ventur	e			
	APPLIC	CABLE	×				
3	No	NT.		=			
	NC APPLIC	_	√	_			
	B. BIDDING DOCUMENT						
8.1	For <u>clarification purposes</u> only, the communication address is:						
	Name of Contact Person: Mr. Rakesh Sharma, Sr. GM (Contracts), MECON Ltd.,						
	Delhi E-Mail Id: cont-delhi@mecon.co.in						
	Fax: 011-22041214						
	Street Address: Scope Minor, North Tower, District Centre, Laxmi Nagar						
	Floor/Room number: 15 th Floor						
	City: Delhi – 110092, India						
	Websites: Refer 2.0 (F) of IFB.						
		C. PR	EPARATION	OF BIDS			
			t with its Techi		•	oid the	
following additional documents (cuments (Refe	ents (Refer clause(s) XX of SCC):			
11.1.1 (8)	11.1.1 (s) N. A.						
12	Additional Provision for Schedule of Rate/Bid Price are as under: Piddors are requested to quote rate with due consideration of						
	Bidders are requested to quote rate with due consideration of Unit (of measurement) of tendered item(s) given in SOR.			<u>'1</u>			
	Transit Insurance shall be arranged by :-						
12.10	PRGPI ×						
	SUPPL	IER	√				
<u> </u>	l L						



ITB						
clause	Description					
	Delivery basis shall be					
10.7	-FOT, Site, [locations as per	MR/SOR] √				
12.5	EX-WORKS, (Bidder to indication location)					
	Details of Buyer:					
	Consignee	PBGPL (Other details shall be provided upon award)				
	PAN NO.	AAKCP8811H				
	GST NO.	State GST No.				
13.7 and	GST of PBGPL for other states shall be provided after award.	Guwahati (Assam) 18AAKCP8811H1Z3				
PBC	PBGPL Bank details	For online transactions, the following PBGPL bank details to be used: State Bank of India Account No: 391 14564880 Bank Address: Guwahati Medical College Statfed Building, Bhangagarh Guwahati Kamrup, Assam, Pin - 781005 RTGS/NEFT/IFSC Code::SBIN0007700				
	Applicability of EMD/ Bid Sec	curity				
16.1	APPLICABLE NOT APPLICABLE In case 'Earnest Money Deposit/ Bid Security' is in the form of "Bank Guarantee" or 'Demand Draft (DD)' or 'Banker's Cheque' or "Letter of Credit" or "Online Banking Transaction". In case of DD or BC, the same should be in favour of PURBA BHARATI GAS PVT LTD payable at Guwahati.					
	 For online transactions, the for State Bank of India Account No: 391 14564880 Bank Address: Guwahati M 					

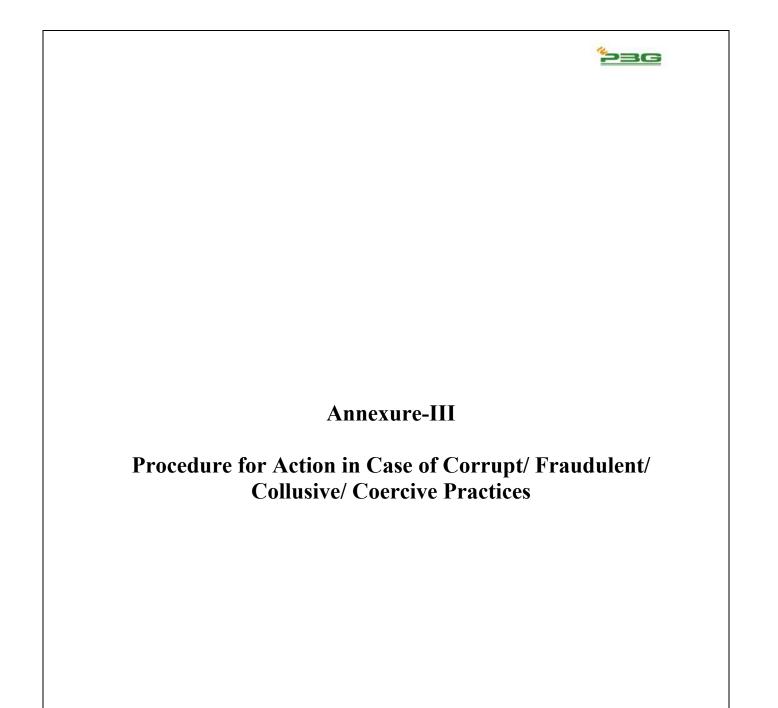


Clause Starfed Building, Bhangagarh Guwahati Kamrup. Assam, Pin - 781005 RTGS/NEFTIFISC Code::SBIN0007700 17.1 Date, Time and Venue of Pre-Bid meeting Refer 2.0 (G) under IFB for date, time and meeting link for the same. D. SUBMISSION AND OPENING OF BIDS For bid/ physical documents submission purposes only, the Owner's contact details are as below: Name of Contact Person: Mr. Rakesh Sharma, Sr. GM (Contracts), MECON Ltd., Delhi E-Mail Id: cont-delhi@mecon.co.in Fax: 011-22041214 Street Address: MECON Ltd., Scope Minor, North Tower, District Centre, Laxmi Nagar Floor/Room number: 15th Floor City: Delhi – 110092, India Due Date and Time of Bid Submission shall be, Refer 2.0 (H) under IFB. 26 The bid opening shall take place at: Refer 2.0 (I) under IFB for date, time and meeting link for the same. Whether Domestically Manufactured Electronic Products (DMEP) is applicable or not: 33.2 YES X NO E. EVALUATION, AND COMPARISON OF BIDS 31 Evaluation Methodology is mentioned in Section 1.2. F. AWARD OF CONTRACT Contract Performance Guarantee / Security Deposit APPLICABLE NOT APPLICABLE NOT APPLICABLE X 37.1 (i) Applicability							
Guwahati Kamrup, Assam, Pin - 781005 RTGS/NEFT/IFSC Code::SBIN0007700 17.1 Date, Time and Venue of Pre-Bid meeting Refer 2.0 (G) under IFB for date, time and meeting link for the same. D. SUBMISSION AND OPENING OF BIDS For bid/ physical documents submission purposes only, the Owner's contact details are as below: Name of Contact Person: Mr. Rakesh Sharma, Sr. GM (Contracts), MECON Ltd., Delhi E-Mail Id: cont-delhi@meeon.co.in Fax: 011-22041214 Street Address: MECON Ltd., Scope Minor, North Tower, District Centre, Laxmi Nagar Floor/Room number: 15th Floor City: Delhi – 110092, India Due Date and Time of Bid Submission shall be, Refer 2.0 (II) under IFB. 26 The bid opening shall take place at: Refer 2.0 (II) under IFB for date, time and meeting link for the same. Whether Domestically Manufactured Electronic Products (DMEP) is applicable or not: 33.2 YES X NO LUMARIO OF CONTRACT Contract Performance Guarantee / Security Deposit APPLICABLE NOT APPLICABLE X Applicability 37.1 (i) Applicability 37.1 (i) Applicability	ITB clause	Description					
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ITB clause	Description
39	Whether tendered item is non-split able or non-divisible: YES X NO V

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Introduction:



In the endeavour to maintain and foster most ethical and corruption free business environment, this Banning Procedure containing provision for putting a Vendor/ Supplier on Suspension and/or banning list if such agency indulges in corrupt/ fraudulent/ collusive/ coercive practice is being followed.

A] Definitions:

- **A.1** "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
 - "Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- **A.2** "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- **A.3** "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- **A.4** "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- **A.5** "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"
- **A.6** "Appellate Authority" shall mean Committee of Directors of Purba Bharati Gas Private Limited
- **A.7** "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/(ies) and shall be the "CEO".
- **A.8** "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
 - (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by



A.9 "Investigating Agency" shall mean any department or unit of PBGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the PBGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B] Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with PBGPL for a period specified in para B.2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) **During execution of contract:**

If an agency, is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, action shall be initiated as per procedure for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list as per procedure, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.



Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, PBGPL issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with PBGPL for a period specified in para B.2.2 below from the date of issue of banning order.

Further, the Contract Performance Guarantee submitted by agency against such order (s)/contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, the agency shall be banned for future business with PBGPL for a period specified in para B.2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt /Fraudulent /Collusive /Coercive Practices shall be as under and to be reckoned from the date of banning order:

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.	
	For example, if an agency confirms not being in holiday in PBGPL/GAIL Gas Limited or Public Sector Project Management Consultant or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years



2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	
	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by PBGPL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years
5	Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract	02 years

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C] Effect of banning on other ongoing contracts/ tenders

- **C.1** If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- **C.3** If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- **C.3.1** after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to

the agency.



C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D] Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/ (ies) shall be initiated by C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and will be communicated to the agency and also to Corporate Vigilance Department. Period of suspension may be extended by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension will be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

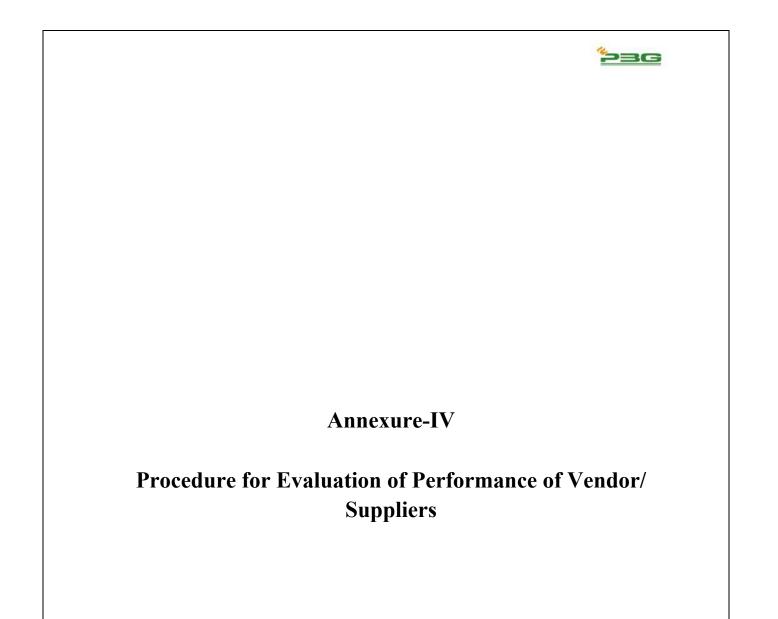
D.3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:



- D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- El Appeal against the Decision of the Competent Authority:
- **E.1** The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.
- **E.2** Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- **E.3** Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- F] Wherever there is contradiction with respect to terms of 'Integrity Pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.



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ANNEXURE-IV

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/CONSULTANTS

1.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with PBGPL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 <u>METHODOLOGY</u>

i) <u>Preparation of Performance Rating Data Sheet</u>

Performance data Sheet for each rating and every Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M within 30 days after execution of Order/ Contract. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/Supplier/Contractor/ Consultant. Response of Vendor/Supplier/Contractor/Consultant would be considered before deciding further course of action.

iv) <u>Implementation of Corrective Measures:</u>

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would



recommend for continuation or discontinuation of such party from the business of PBGPL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/SUPPLIERS/ CONTRACTORS/CONSULTANTS

3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in- charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- V) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
 - A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating).

Recommend such defaulting Vendor/Supplier/Contractor/Consultant for the following action:

- 1. Poor Performance on account of Quality (if marks Obtained against Quality parameter is less than 20):
 - (a) First Instance: Holiday(Red Card) for Two Years.



- (b) Subsequent instance (s) in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday(Red Card) for Three Years.
- 2. Poor Performance on account of other than Quality (if marks Obtained against Quality parameter is less than 20):
 - (a) First such instance: Advisory notice(Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watchlist for a period of Three (3)Years.
 - (b) Second such instance in other ongoing order (s)/contract (s) or new order (s)/contact (s) on such Vendor/Supplier/Contractor/Consultant: Putting on Holiday (Red Card for a period of One Year.
- (c) Subsequent instances (more than two) in other ongoing order (s)/contract (s) or new order (s)/contact (s) on such Vendor/Supplier/Contractor/Consultant: Putting on Holiday for a period of Three Years
- B) Where Poor/Non-Performance leading to termination
 - of contract or Offloading of contract due to Poor Performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC-Consultancy)
- (a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract(s) or new contract/order(s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- **(b)** Second instances in other ongoing order (s)/contract (s) or new order (s)/contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.
- (c) Subsequent instances (more than two) in other ongoing order (s)/contract (s) or new order (s)/contact (s) on such Vendor/Supplier/Contractor/Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.



3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- V) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
 - A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating).

Recommend such defaulting Vendor/Supplier/Contractor/Consultant for the following action:

- 1. Poor Performance on account of Quality (if marks Obtained against Quality parameter is less than 20):
 - (a) First Instance: Holiday (Red Card) for Two Years.

- (b) Subsequent instance (s) in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday(Red Card) for Three Years.
- 2. Poor Performance on account of other than Quality (if marks Obtained against Quality parameter is less than 20):
 - (a) First such instance: Advisory notice(Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watchlist for a period of Three (3)Years.
 - (b) Second such instance in other ongoing order (s)/contract (s) or new order (s)/contact (s) on such Vendor/Supplier/Contractor/Consultant: Putting on Holiday (Red Card for a period of One Year.
 - (c) Subsequent instances (more than two) in other ongoing order (s)/contract (s) or new order (s)/contact (s) on such Vendor/ Supplier/Contractor/Consultant: Putting on Holiday for a period of Three Years
- A) Where Poor/Non-Performance leading to termination
 - of contract or Offloading of contract due to Poor Performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC-Consultancy)
- (a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract(s) or new contract/order(s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) Second instances in other ongoing order (s)/contract (s) or new order (s)/contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.
- (c) Subsequent instances (more than two) in other ongoing order (s)/contract (s) or new order (s)/contact (s) on such Vendor/Supplier/Contractor/Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.

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4.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

4.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

5.0 EFFECT OF HOLIDAY

- 5.1 If a Vendor/Supplier/Contractor/Consultant is put on Holiday, such Vendor/Supplier /Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 5.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 5.3 Effect on other ongoing tendering:
- 5.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 5.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 5.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

5.4 Procedure for Suspension of Bidder

5.4.1 Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated by C&P Department when Non-performance of Vendor / Supplier Contractor/ Consultant leading to termination of Contract/ Order.

5.4.2 Suspension Procedure:

- 5.4.2.1 The suspension period shall be limited to maximum six months.
- 5.4.2.2 The suspension order shall also be hosted on PBGPL intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.
- 5.4.2.3 Period of suspension shall be accounted for in the final order passed for putting the party for holiday
- 5.4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.



5.4.2.5 Prior to putting the party on holiday, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for putting the agency on holiday for future business from PBGPL.

The competent authority to approve the suspension will be same as that for according approval for holiday.

5.4.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of recommendation by site committee.

5.4.3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- 5.4.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of Agency appears in the Suspension List.
- 5.4.3.2 If an agency is put on the Suspension List during tendering:
- 5.4.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- 5.4.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.
- 5.4.3.2.3 after opening of price, the offer of the agency shall be ignored & will not be further evaluated. If the agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited. EMD submitted by such agency shall be returned.
- 5.4.3.3 The existing contract (s)/ order (s) under execution shall continue.
- 5.4.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of PBGPL/ GAIL Gas Limited or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector
- 6.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday as per the procedure, and the procedure is the procedure of the procedure of the procedure is the procedure of the procedure of the procedure is the procedure of the procedure of the procedure is the procedure of the procedure

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 7.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to PBGPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.
- **8.0** <u>APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:</u>



- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee of Directors.

9.0 ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, PBGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract/order (s).

In case of subsequent instances of default in other tender (s) during aforesaid watch list period, the action shall be initiated as per provision of sl.no.2 of para A of Clause no. 3.1 (v) and 3.3 (v).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card.

10.0 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of PBGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from PBGPL to the government exchequer, , then party will be put on holiday for a period of six months after following the due procedure.

Annexure-1



PURBA BHARATI GAS PRIVATE LIMITED PERFORMANCE RATING DATA SHEET (FOR PROJECTS)

i) Project/Work Centre :

ii) Order/ Contract No. & date :

iii) Brief description of Items

Works/Assignment

iv) Order/Contract value (Rs.)

v) Name of Vendor/Supplier/

Contractor/ Consultant

vi) Contracted delivery/

Completion Schedule

vii) Actual delivery/ : Completion date

Performance	Delivery/ Completion	Quality	Reliability	Total
Parameter	Performance	Performance	Performance#	
Maximum Marks	40	40	20	100
Marks Allocated				

Remarks (if any)

PERFORMANCE RATING (**)

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under:

Sl.	Range (Marks)	Rating
No.		
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks



1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Completion S	Period/ Schedule	Delay in We	eeks	Marks
a) Upto 3 mor	nths	Before CDD		40
		" 1 " 1	3 weeks 0 weeks 2 weeks 6 weeks	35 30 25 20 15 0
b) Above 3 m	onths	" 1 " 1 " 2	4 weeks 8 weeks 10 weeks 16 weeks 20 weeks	40 35 30 25 20 15
		More than 2	24 weeks	0

1.2 QUALITY PERFORMANCE

40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on pro rata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality marks failure endanger marks system integration marks and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 5 10-25
iii) Number of deviations	 No deviation No. of deviations < 2 No. of deviations > 2 	5 marks 2 marks 0 marks

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1.3 RELIABILITY 20 Marks

PERFORMANCE



Α.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and	4 marks
	other documents within time	
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or	4 marks
	Reliability of Estimates/Design/Drawing etc. in case of	
	Consultancy jobs	
v)	Timely submission of estimates and other documents for Extra,	4 marks
	Substituted & AHR items	
В.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other	5 marks
	documents within time	
ii)	Attending complaints and requests for after sales service/	5 marks
	warranty repairs and/ or query/ advice (upto the evaluation	
iii)	Response to various correspondence and conformance to	5 marks
	standards like ISO	
iv)	Submission of all required documents including Test	5 marks
	Certificates at the time of supply	

Annexure-2



PURBA BHARATI GAS PRIVATE LIMITED_PERFORMANCE RATING DATA SHEET (FOR O&M)

i) Location :

ii) Order/ Contract No. & date

iii) Brief description of Items : Works/Assignment

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/ :
Contractor/ Consultant

vi) Contracted delivery/ :
Completion Schedule

vii) Actual delivery/ : Completion date

Performance	Delivery	Quality	Reliability	Total
Parameter	Performance	Performance	Performance#	
Maximum Marks	40	40	20	100
Marks				
Allocated(*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the subvendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under:

Sl.	Range (Marks)	Rating
No.		
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY
		GOOD

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)



1. Marks are to be allocated as under:

1.1	DELIVERY/ (COMPLETION	PERFORMANCE	40 Marks
1.1				TO 111411

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks " 8 weeks " 10 weeks " 12 weeks " 16 weeks More than 16 weeks	35 30 25 20 15
b) Above 3 months	Before CDD Delay upto 4 weeks " 8 weeks " 10 weeks " 16 weeks " 20 weeks " 24 weeks More than 24 weeks	40 35 30 25 20 15 10

1.2 QUALITY PERFORMANCE

40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure: 40 marks

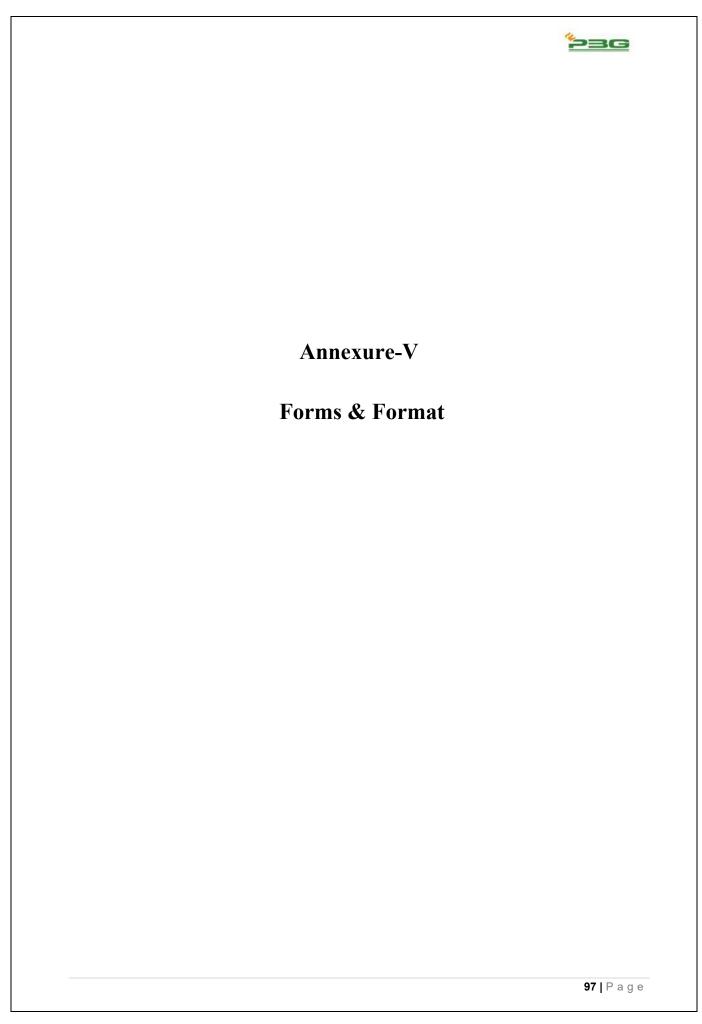
i) Rejection/Defects	Marks to be allocated on Pro rata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality marks failure endanger marks system integration	Failure of severe nature - Moderate nature - low severe nature	0 5
marks and safety of the system	io ii borolo natale	10 20
iii) Number of deviations	 No deviation No. of deviations < 2 No. of deviations > 2 	5 marks 2 marks 0 marks

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1.3 RELIABILITY PERFORMANCE 20 Marks



A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
В.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks





LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST
	MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST
	MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	AGREED TERMS & CONDITIONS
F-10	UNDERTAKING ON LETTERHEAD
F-10A	LINE PIPE MANUFACTURING MILL CAPABILITY
	CERTIFICATION (SMLS/ HFW)
F-11	FORMAT FOR POWER OF ATTORNEY
F-12	CHECK LIST
F-13	FORMAT FOR CERTIFICATE FROM BANK
	IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-13A	3 LPE EXTERNAL COATING PLANT CAPABILITY
	ASSESSMENT
F-14	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE
	FOR FINANCIAL CAPABILITY OF THE BIDDER
F-15	BIDDER'S QUERIES FOR PRE BID MEETING
F-16	E-BANKING FORMAT
F-17	INTEGRITY PACT
F-18	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT
	PERFORMANCE GUARANTEE/ SECURITY DEPOSIT"
F-19	PREFERENCE FOR DOMESTICALLY MANUFACTURED
	ELECTRONIC PRODUCTS (DMEP)
F-20	FREQUENTLY ASKED QUESTIONS (FAQs)
F-21	DETAILS OF QUOTED SCOPE
F-22	FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN
	BIDDER AND THEIR FOREIGN BASED SUPPORTING
	COMPANY ON INDIAN STAMP PAPER OF REQUISITE
	VALUE DULY NOTARIZED.
F-23	GUARANTEE BY THE FOREIGN BASED SUPPORTING
	COMPANY/ GUARANTOR



F-23A	CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY
F-24	PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY
F-25	DECLARATION FOR BID SECURITY
F-26	UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY/SD WITHIN STIPULATED TIME LINE

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<u>F-1</u>



BIDDER'S GENERAL INFORMATION

To,

M/s Purba Bharati Gas Private Limited

C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,

Opposite Hanuman Mandir, Lachit Nagar, G.S Road,

Guwahati-781007, India

Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES

Tender no: 05/51/23VM/PBGPL/012-R1

1	Bidder's Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/
		Limited/Others
		If Others Specify:
		[Enclose certificate of Registration]
3	Name of Proprietor/Partners/Power of	
	Attorney holder(s) of the	
	firm/company	
4	N 1 CV : O '	
4	Number of Years in Operation	
5	Address of Registered Office:	
	*In case of Partnership firm, enclose	City:
	letter mentioning current address of	District:
	the firm and the full names and current	State:
	addresses of all the partners of the	PIN/ZIP:
	firm.	THVZII.
	Operation Address	
6	(if different from above)	City:
		District:
		State:
		PIN/ZIP:
8	Mobile Number	
9	E-mail address	
10	Website	
11	Fax Number:	
		(Country Code) (Area Code) (Telephone
		No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	INR



14	Banker's Name	
	Branch	
15		
16	Bank account number	
17	IFSC code	
18	PAN No.	[Enclose copy of PAN Card]
19	GST No.	[Enclose copy of GST Certificate]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
21	Whether Micro/Small/Medium Enterprise a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum. b) If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.	(Bidder to submit documents as specified in Clause 37 of ITB)
22	c) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.	Componets/Non Componets (As resu
22	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
23	Offer No.	

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:

Designation: Seal:

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BID FORM

To,

M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India

Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES Tender no: 05/51/23VM/PBGPL/012-R1

Dear S	ir,									
After	examining	/	reviewing	the	Bidding	Documents	for	the	tender	of
"									" inclu	ding
"Speci	fications &	Scop	e of Service	s", "C	General Con	nditions of Co	ontract	t [GC	C]", "Sp	ecial
Condit	tions of Cont	ract	[SCC]" and '	"Scheo	dule of Rat	es [SOR]", etc	c. the	receip	t of which	ch is
hereby	duly acknow	ledg	ed, we, the u	ndersi	gned, are pl	leased to offer	to exe	cute t	he whole	part
of the	job and in co	onfo	rmity with th	e said	Bid Docu	ments, includii	ng Ad	denda	/ Corrigo	enda
Nos.										

We confirm that this Bid is valid for a period of 90 days from the Due Date of Bid Submission, and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Guarantee / Security Deposit" as mentioned in Tender Document for the due performance within "Thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award"/ "Fax of Acceptance" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intent of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Services in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.



Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:
Duly authorized to sign Bio	d for and on behalf of
[Signature of Witness]	
Name of Witness:	
Address:	

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LIST OF ENCLOSURES

To.

M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES

Tender no: 05/51/23VM/PBGPL/012-R1

Dear Sir,

- **A.** We are enclosing the following documents in Physical form as part of the e-bid:
- 1. Power of Attorney of the signatory to the Bidding Document in physical form.* F-11
- 2. Bid Security/EMD * [Submission of Original is not applicable for online banking transaction]
- 3. Integrity Pact
- * The bidder has the option to submit these documents in physical form on /before the bid due date or within seven days from bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.
- **B.** We are also enclosing the following documents on line as part of the e-bid:
- 1. Documentary evidence required for meeting the Bidder Qualification Criteria as per bidding document.
- 2. Power of Attorney of the signatory to the bid document (F-11)
- 3. Annual Report (duly certified/ attested by notary public with legible stamp) for the last three years showing details such as annual turn over, profit and loss account, net worth etc. (F-13 and F-14)
- 4. Execution schedule with interlinking of various activities ^
- 5. All documents as per clause 11.0 of ITB i.e. "Documents Comprising the Bid" along with addendums/corrigendum.
- ^ If specifically required as per bidding document

(SEAL AND SIGNATURE OF BIDDER)



PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref			antee No	
_		Date	••••••	
To,				
M/s Purba Bharati Gas P	rivate Limited			
C/o MS Boraj Infrastruct				
Opposite Hanuman Man	~	Road,		
Guwahati-781007, India				
Sub: PROCUREMENT		ON STEEL LINE P	PIPES	
Tender no: 05/51/23VM	/PBGPL/012-R1			
Dear Sir(s),				
In accordance with Le	tter Inviting Tender	under your refere	ence No	M/s.
1 1	/ II1 Off+	(1,	:Ω	
	_		inafter called the Tender	
participate	in	the	said	tender
for				
As an irrevocable Bank	Guarantee against Ear	nest Money for the	e amount of	1S
required to be submitted	d by the Tenderer as a	a condition preced	ent for participation in t	he said
tender which amount is 1	liable to be forfeited or	n the happening of	any contingencies menti-	oned in
the Tender Document.		11 0	, .	
We, the			Bank	at
	having	our	Head	Office
			(Local Address) gu	arantee
and undertake to pay im			rse to the tenderers by Pl	
			t any reservation, protest,	
			conclusive and binding	
irrespective of any dispu			_	on us
irrespective of any dispu	te or difference raised t	by the Tenderer.		
This grownton shall be	imarragala and ahall m	amain valid un ta	[this data	ah ayld
			[this date	
, , ,	•	- •	er extension of this guara	
•			receiving instructions fro	
		whose be	chalf this guarantee is issu	ied.
1 01	n i di i bi d	. 1 00 1		.1 •
	-		s set its hand and stamp	on this
day of	20 at	·		
			105	Page

	<u>236</u>		
WITNESS:			
(SIGNATURE) (NAME)	URE) (SIGNATURE) (NAME) Designation with Bank Stamp		
(OFFICIAL ADDRESS)	Attorney as per Power of Attorney No Date:		
	106 I Page		

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INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

- 1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper of Rs. 100/- or the value prevailing in the State where executed as per the Stamp Act, whichever is higher. The non-judicial stamp paper should be in name of the issuing bank.
- 2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1 and 16.3".
- **3.** The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
- 4. A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
- 5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
- **6.** If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.



PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"

To,

M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007, India
Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES
Tender no: 05/51/23VM/PBGPL/012-R1
Improved by and confirmed Letter of Credit No.

Irrevocable and confirm	ed Letter of Credit No	Amount: Rs
Validity of this Irrevocable		(in India)
Letter of Credit	(2 months beyond validition	ty of Offer)

Dear Sir,

- (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
- (ii) The Bidder varies or modifies its Bid in a manner not acceptable to PBGPL during the period of bid validity or any extension thereof duly agreed by the Bidder.
- (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Guarantee within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
- 3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
- 4. This Credit is issued subject to the Uniform Customs and Practices for Documentary

Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
Please obtain reimbursement as under:
All foreign as well as Indian bank charges will be on the account of M/s
EOD

Authorized Signature

(Original Bank)

FOR

Counter Signature

5.

6.

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LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:	Date:
To, M/s Purba Bharati Gas Private Limite C/o MS Boraj Infrastructure Pvt. Ltd. Opposite Hanuman Mandir, Lachit N Guwahati-781007, India Sub: PROCUREMENT OF COATEL Tender no: 05/51/23VM/PBGPL/012	, Boraj Arcade, agar, G.S Road, D CARBON STEEL LINE PIPES
Dear Sir,	
	hereby authorize the following 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced and for any subsequent correspondence / communication ts:
[1] Name & Designation	Signature
Phone/Cell: Fax:	
[2] Name & Designation	Signature
Phone/Cell:	
Fax:	
E-mail:	
We confirm that we shall be bound representative(s).	l by all commitments made by aforementioned authorised
Place: Date:	[Signature of Authorized Signatory of Bidder] Name: Designation: Seal:



Note: This "Letter of Authority" should be on the <u>"letterhead"</u> of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Technocommercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to PBGPL.

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"NO DEVIATION" CONFIRMATION

To,

M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India

Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES

Tender no: 05/51/23VM/PBGPL/012-R1

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



DECLARATION REGARDING HOLIDAY/BANNING

To.

M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007, India
Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES

Tender no: 05/51/23VM/PBGPL/012-R1

Dear Sir,

We hereby confirm that we are not on 'Holiday' by PBGPL/ GAIL Gas or Public Sector Project Management Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ (any) Public Sector Undertaking(s) as on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of PBGPL/ GAIL Gas or the Ministry of Petroleum and Natural Gas.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of PBGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of Contract or till complete execution of the Contract, the same will be promptly informed to PBGPL by us.

Place:	[Signature of Authorized Sign	natory of Bidder

Date: Name:

Designation:

Seal:



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CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES Tender no: 05/51/23VM/PBGPL/012-R1

Dear Sir,

If we	become a	a successful	Bidder and	l pursuan	t to the p	provisions of	of the Bidding	Docum	ents,
award	is	given	to	us	for	the	tender	for	"
							the following	g Certifi	icate
shall b	e automa	tically enfor	ceable:						

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

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AGREED TERMS & CONDITIONS

To,

M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India

Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES

Tender no: 05/51/23VM/PBGPL/012-R1

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Please specify the Dispatch Point	
5	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST:
5.1	Freight charges, quoted seperately	
5.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
5.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.11 of ITB	
6. a	 i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay. 	
6.b	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
6. c	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
7.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
8.	Confirm acceptance of Price Reduction Schedule for delay in completion	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	schedule specified in Bid document.	
9.	Confirm acceptance of all terms and conditions of Bid Document (all sections).	
	b) Confirm that printed terms and conditions of bidder are not applicable.	
10.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
11.	Please furnish EMD/Bid Security details: a) EMD/ Bid Security No. & date b) Value c) Validity	
12.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13.	Confirm that Annual Reports (duly certified/ attested by notary public with legible stamp) for the last three financial years are furnished along with the Un-priced Bid. (F-14)	
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ PBGPL or his relative is a partner.	
16.	All correspondence must be in ENGLISH language only.	
17.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection. * It shall be the sole responsibility of the bidder to inform PBGPL about	
	the changes that may occur in the stated declaration during the course of finalization of the tender.	
20.	Confirm that any correction in documents submitted in the Un-priced part has been initialled and with digital signatures of the authorized person	CONFIRMED
21.	 a) Please confirm whether you are MSE and if so then you have submitted Documentary evidence that you are a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall 	
	1 -, Indeed of 20.01 Entrepreneurs, are order shall	



Sl.	DESCRIPTION	BIDDER'S
51.	DESCRIPTION	
		CONFIRMATION
	furnish appropriate documentary evidence in this regard.	
	c) If the MSE is owned by Women Entrepreneurs, the bidder shall	
	furnish appropriate documentary evidence in this regard.	
	d) The above documents submitted by shall be duly certified by the	
	Statutory Auditor of the bidder or a practicing Chartered Accountant	
	(not being an employee or a Director of the entity)	
22.	Confirm that all documents submitted with bid against the subject tender	CONFIRMED
	are true and genuine and in case of any discrepancy noticed or observed	
	at any stage, bidder shall be personally responsible not only for the	
	damages or loss to PBGPL, but also for criminal proceedings under the	
	relevant laws.	
23.	Confirm that scanned copy of the EMD / Bid Bond has been submitted	
	thru e-portal and the original BG/DD has been sent thru courier [Note:	
	Submission of original is not applicable for online banking transaction].	
24.	Confirm that bid documents are considered in full while preparing the	CONFIRMED
	bid and in case of award, work will be executed in accordance with the	
	provisions detailed in bid document.	
25	a) Whether bidder is liable to raise E-Invoice as per GST Act	
	b) If yes, bidder will raise E-Invoice and confirm compliance to	
	provision of tender in this regard.	

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:



UNDERTAKING ON LETTERHEAD

To,

M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES Tender no: 05/51/23VM/PBGPL/012-R1

Dear Sir

	No.
(Nam	ne of
t has	been
he bio	dder)
	.(Nan at has the bio

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



PURBA BHARTI GAS PVT. LTD.

CITY GAS DISTRIBUTION PROJECTS IN TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI & KARIMGANJ



Bid No. 05/51/23VM/PBGPL/012-R1

MECON LIMITED

F-10A (SMLS)

LINE PIPE MANUFACTURING MILL CAPABILITY CERTIFICATION (For bidders seeking qualification under BEC clause, Ann-I to IFB)

This is to ce	ertify that	M/s				refer	ence	plani	t's
production lin	ne		has	following	manufact	uring	facili	ties	to
manufacture _			(type of	pipes) line	pipes as	per AP	I 5L I	PSL2	or
equivalent.									

SI.	Description	Inspection Agency			
No.		Observation	Remarks on Conformity		
Α	GENERAL INFORMATION				
1.0	Detailed description of Organization (Structure, number of Employees, facilities, equipments, etc.) concerning the following:				
1.1	Overall structure of Mill Organization				
1.2	Line Pipe production facilities and Capacity				
1.3	Testing Laboratories				
1.4	Quality Control/Quality Assurance (QA/QC): Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.				
1.5	Destructive & Non-Destructive testing facilities.				
1.6	Latest Audit certified documents performed during production by one of the International Inspection Agencies (as listed in SCC).				
2.0	Company has valid ISO 9001-2000 Certificate and established Quality manual.				
В	Manufacturing Process & INSPECTION PROCEDURES				
1.0	Give detailed description of the Manufacturing Process to produce Line pipes as per technical documents				
1.1	Inspection of raw material (Billets)				
1.2	Billet cutting				
1.3	Charging				
1.4	Piercing				

Page 1 of 3



CITY GAS DISTRIBUTION PROJECTS IN TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI & KARIMGANJ



PURBA BHARTI GAS PVT. LTD.

Bid No. 05/51/23VM/PBGPL/012

MECON LIMITED

SI.	Description	Increation	n Agonov
No.	Description	Inspection Observation	Remarks on Conformity
1.5	Rolling & Hot cutting		_
1.6	Heat Treatment		
2.0	Following shall be certified for Mill capability:		
2.1	Inspection of raw material (Billets))		
2.2	Piercing of Billets During piercing the billets machine should have tracking system to control piercing and temperature.		
2.3	Reheating & rolling Pipe mill shall have a continuous monitoring arrangement for better dimensional control, minimum repairs and higher production.		
2.4	Inspection & Testing		
	Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.		
	List of all relevant DT & NDT procedures (including Acceptance criteria)		
	List of NDT qualified personnel with valid ASNT-1A certificates for level III and Level II operators.		
	All instruments used shall have a valid Calibration certificates.		
	Capability of mill and procedure followed to produce pipes within the technical specifications with special attention to clause number 7.2 of TS (Out of roundness limited to 5 mm).		
	Capability of Mill and procedure followed to perform Impact test at -20/0 Deg.C. as per technical document requirements.		
	Work Instructions and approved procedures to be displayed at each and every work centres for ready reference		

Page 2 of 3



CITY GAS DISTRIBUTION PROJECTS IN TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI & KARIMGANJ



PURBA BHARTI GAS PVT. LTD.

Bid No. 05/51/23VM/PBGPL/012

MECON LIMITED

SI.	Description	Inspection Agency		
No.		Observation	Remarks on Conformity	
	Pipe mill shall have the facilities, controls and recording facility for all furnaces for online process and heat treatment			
	Various procedures established shall have approval from International Inspection agencies as listed in SCC.			

Overall acceptability

Acceptable / Not Acceptable

For & On behalf of

Signature Name Designation Agency's name & Seal

Note: All pages of this report (Form-10A) shall be signed and stamped by the agency

Page 3 of 3



PURBA BHARTI GAS PVT. LTD.

CITY GAS DISTRIBUTION PROJECTS IN TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI & KARIMGANJ



Bid No. 05/51/23VM/PBGPL/012-R1

MECON LIMITED

FORMAT F-10 A (HFW)

LINE PIPE MANUFACTURING MILL CAPABILITY CERTIFICATION (For bidders seeking qualification under BEC Clause)

This is to certif	fy that	M/s				refer	ence	plan	t's
production line	_		has	following	manufact	turing	facili	ties	to
manufacture			(type of	pipes) line	pipes as	per AP	I 5L F	PSL2	or
equivalent.									

SI.	Description	Inspection Agency			
No.	•	Observation	Remarks on Conformity		
A	GENERAL INFORMATION				
1.0	Detailed description of Organization				
	(Structure, number of Employees, facilities,				
	equipments, etc,) concerning the following:				
1.1	Overall structure of Mill Organization				
1.2	Line Pipe production facilities and Capacity				
1.3	Testing Laboratories				
1.4	Quality Control/Quality Assurance (QA/QC):				
	Type and location of the testing facility and step-by-step operations followed to achieve				
	High quality product as per technical				
	specifications.				
1.5	Non-Destructive testing facilities.				
1.6	Latest Audit certified documents performed				
	during production by one of the				
	International Inspection Agencies (as listed				
	in SCC).				
2.0	Company has valid ISO 9001-2000				
	Certificate and established Quality manual.				
В	FABRICATION & INSPECTION PROCEDURES				
1.0	Give detailed description of the Fabrication				
	Process to produce Line pipes as per				
	technical documents				
1.1	Inspection of raw material (Plates/Coils)				
1.2	Forming of the plates/Coils				
1.3	De-coiling and Inspection				
1.4	Edge preparation				

Page 1 of 3



PURBA BHARTI GAS PVT. LTD.

CITY GAS DISTRIBUTION PROJECTS IN TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI & KARIMGANJ



Bid No. 05/51/23VM/PBGPL/012

MECON LIMITED

SI.	Description	Inspection Agency			
No.		Observation	Remarks on Conformity		
1.5	Forming				
1.6	Welding				
1.7	Testing				
2.0	Following shall be certified for Mill capability:				
2.1	Inspection of raw material (Plates/Coils) The machine shall have an inbuilt edge machining and Ultrasonic testing to test about 25mm width on both sides of the plate edges.				
2.2	Forming of the plates/ Coils During Forming and welding the machine should have tracking system to control welding groove and edge offsets.				
2.3	Welding Pipe mill shall have a continuous tack welding arrangement for better dimensional control, minimum repairs and higher production. Weld procedure qualified shall ensure testing of Impact at -20° C for Weld and HAZ.				
2.4	Inspection & Testing				
	Type and location of the testing facility and step-by-step operations followed to achieve High quality product as per technical specifications.				
	List of all relevant NDT procedures (including Acceptance criteria)				
	List of NDT qualified personnel with valid ASNT-1A certificates for level III and Level II operators.				
	Ultrasonic machines being used should ensure tracking of weld seam during testing and representing defects on a printout.				
	All instruments used shall have a valid Calibration certificates.				
	Capability of mill and procedure followed to				

Page 2 of 3



PVT. LTD.

CITY GAS DISTRIBUTION PROJECTS IN TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI & KARIMGANJ



Bid No. 05/51/23VM/PBGPL/012

MECON LIMITED

SI.	Description	Inspectio	n Agency
No.		Observation	Remarks on Conformity
	produce pipes within the technical specifications with special attention to clause number 7.2 of TS (Out of roundness limited to 5 mm).		
	HSAW mill shall ensure, prove and establish adequate methodology that the residual stresses are within acceptable limits (at least equal to cold expanded pipes).		
	Capability of Mill and procedure followed to perform Impact test at -20/0 Deg.C. as per technical document requirements.		
	Work Instructions and approved procedures to be displayed at each and every work centres for ready reference		
	Various procedures established shall have approval from International Inspection agencies as listed in SCC.		

Overall acceptability

Acceptable / Not Acceptable

For & On behalf of

Signature Name Designation Agency's name & Seal

Note: All pages of this report (Form-10A) shall be signed and stamped by the agency

Page 3 of 3





POWER OF ATTORNEY

[Bidder shall use own Power of Attorney Format]

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CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick ($\sqrt{}$) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Digitally signed original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid. (F-11)		
V	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings (F-7)		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed		



	with the bid duly signed by authorised person(s)	
4.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.	
5.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.	
6.0	Confirm that the price part of e-bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, digitally signed on each page separately	
7.0	Confirm that annual reports for last three financial years & duly filled in Form 14 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).	

Place:	[Signature of Author	orized Signatory of Bidder

Date: Name:

Designation:

Seal:

F-13



FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS NEGATIVE OR INADEQUATE

(To be provided on Bank's letter head)

Date:
Го, M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India
Dear Sir,
This is to certify that M/s
The Customer has informed that they wish to bid for PBGPL's Tender No. dated
(Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.
Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the Bidder) for at least an amount of Rs
It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.
Yours truly
for (Name & address of Bank)
(Authorized signatory) Name of the signatory: Designation : Email Id : Contact No. : Stamp
Note: This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.



BHARTI GAS PVT. LTD.

CITY GAS DISTRIBUTION PROJECTS IN TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI & KARIMGANJ



Bid No. 05/51/23VM/PBGPL/012-R1

MECON LIMITED

FORMAT - 13 A

2 DI	E EXTERNAL COATING PLANT CAPABILITY ASS	RECOMENT			
			eference plant's		
produ Exter attach	s to certify that M/s has following coan line has following coan nal Coating and Internal Liquid Epoxy coating of Banaed in bid document.	iting facilities to und re Line Pipes as pe	dertake 3 LPE er relevant standards		
S.	DESCRIPTION	INSPECTION AG	INSPECTION AGENCY		
No.		OBSERVATION	REMARKS ON CONFORMITY		
A.	GENERAL INFORMATION				
1.0	Detailed description of Organisation (Structure, number of employees, facilities, equipments, etc.) concerning the following				
1.1	Overall structure of Plant Organisation				
В	EXTERNAL AND INTERNAL COATING FACILITIES & CAPACITY				
1.0	Testing Laboratories				
1.1	Qualify Control/ Quality Assurance (QA / QC): Type and location of the testing facility and step- by-step operations followed to achieve high quality product as per technical specifications.				
1.2	Company shall have valid ISO 9001- 2000 certificate and established quality manual.				
С	3 LPE COATING & INSPECTION PROCEDURES				
1.0	Give detailed description of the coating process to produce coated pipes as per technical documents.				
1.1	Identification				
1.2	Review of the manufacturer's certificates of Base material (PE/Epoxy/Adhesive)				
1.3	Inspection of raw material (Epoxy / Adhesive / PE) batch wise at vendor laboratory				
	Surface preparation (Blasting & surface treatment)				
1.4	Pre-heating before abrasive blasting				

Page 1 of 4



PURBA BHARTI GAS PVT. LTD.

CITY GAS DISTRIBUTION PROJECTS IN TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI & KARIMGANJ



Bid No. 05/51/23VM/PBGPL/012

MECON LIMITED

S.	DESCRIPTION	INSPECTION AG	ENCY
No.		OBSERVATION	REMARKS ON CONFORMITY
1.6	Phosphoric acid treatment		
1.7	PH of pipe surface after phosphoric acid wash		
1.8	Salt contamination check after abrasive blasting		
1.9	Anchor pattern and degree of cleaned surface & degree of dust		
D	COATING		
2.1	Temperature of pipe before chromate application and visual application		
2.2	Temperature of pipe before epoxy application		
2.3	Temperature of PE, adhesive, epoxy		
2.4	Coating chamber and cooling chamber (inter coat time / cure time)		
2.5	Epoxy chamber / gun location/ number of guns / gun pressure		
2.6	PE & adhesive extruders RPM		
2.7	Line speed. Monitoring system for line speed shall be in place		
2.8	Epoxy/Adhesive/ PE film thickness / Total coating thickness		
2.9	Following shall be certified for Plant Capability:		
2.10	Inspection of Raw Material (Epoxy /Adhesive / PE) The plant shall have all in house test facilities for batch testing of incoming raw materials		
2.11	Pre Heating of Pipes before blasting Mill shall be equipped with required number of blasting stations and pre heating arrangement before 1 st blasting and also with facility for surface treatment before blasting (DM water wash station)		
2.12	Surface Treatment Mill shall be equipped with surface treatment facilities (chromating) before pre heating before epoxy chamber		



PURBA BHARTI GAS PVT. LTD.

CITY GAS DISTRIBUTION PROJECTS IN TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI & KARIMGANJ



Bid No. 05/51/23VM/PBGPL/012

MECON LIMITED

S.	DESCRIPTION	INSPECTION AG	ENCY
No.		OBSERVATION	REMARKS ON CONFORMITY
2.13	Pre heating before Epoxy application Induction heater with high temperature tripping system along with visual and audio alarm indicators shall be installed		
2.14	Number of Epoxy guns and Positioning before adhesive application: Number of guns and gun pressure shall be sufficient to achieve desired thickness of epoxy on the pipe surface. Positioning / location (distance before adhesive application) of guns should be maintained to satisfy cure time requirement of epoxy.		
2.15	PE / Adhesive Extruders: PE / adhesive extruders RPM shall be maintained to achieve adhesive and final coating thickness.		
2.16	Cooling Chamber (Chiller): Length of cooling chamber should be sufficient to attain the coating pipe temperature out of cooling chamber as per requirement.		
2.17	Total coating thickness		
E	Inspection and Testing		
1.1	In house testing facility for all the lab testing and plant testing shall be in place.		
1.2	All the testing procedures for Raw material testing, 1 st day production testing and routine testing shall be available.		
1.3	Lab testing: Raw Material testing Procedure qualification testing Routine testing etc.		
1.4	Plant testing: Impact test, Holiday test, Peel off testing, Procedures qualification tests, St Andrew Cross Test, cathodic disbandment test, Test on partly coated pipes etc.		
1.5	All instruments used shall have valid calibration certificates. Availability of calibration reference standards and instruments.		



BHARTI GAS PVT. LTD.

CITY GAS DISTRIBUTION PROJECTS IN TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI & KARIMGANJ



Bid No. 05/51/23VM/PBGPL/012

MECON LIMITED

S.	DESCRIPTION	INSPECTION AG	ENCY
No.		OBSERVATION	REMARKS ON CONFORMITY
1.6	Final Dimensional & Visual check (cut back on both ends of the pipe)		
G	Documentation & final certification		

Overall acceptability:

ACCEPTABLE / NOT ACCEPTABLE

For & On behalf of

Signature Name Designation Agency's Name & Seal

Note: all pages of this report (Form-13) shall be signed and stamped by agency

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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s...... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current	
Assets-Current liabilities)	

*Refer Instructions

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm: [Signature of Authorized Signatory]

Chartered Accountant/CPA Name:
Date: Designation:

Seal:

Membership No.:

UDIN:



Instructions:

- 1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
- 2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
- 3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
- 4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be "Revenue from Operations" as per Profit & Loss account of audited annual financial statements
 - (ii) Working Capital shall be "Current Assets less Current liabilities" and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
- 5. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.
- **6.** This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s Purba Bharati Gas Private Limited

C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,

Opposite Hanuman Mandir, Lachit Nagar, G.S Road,

Guwahati-781007, India

Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES

Tender no: 05/51/23VM/PBGPL/012-R1

SL. NO.	REFERENCE OF BIDDING DOCUMENT			DING	BIDDER'S QUERY	PBGPL's REPLY
	SEC.	Page	Clause	Subject		
	NO.	No.	No.			

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No.8.1 of ITB.

Place:	Signature of Authorized Signatory of Bidder
i iacc.	Digitature of Mathorized Digitatory of Bidder

Date: Name:

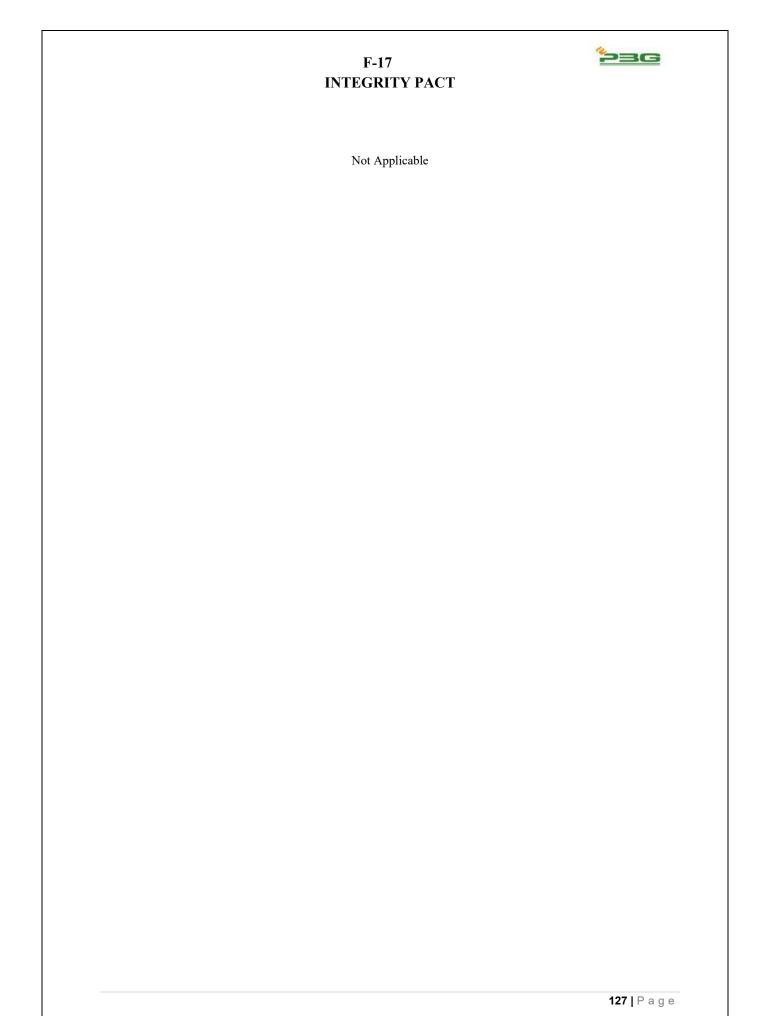
Designation:

Seal:



E-Banking Mandate Form

(To be issued on vendors letter head)





PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT" (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007,India PERFORMANCE GUARANTEE No. Dear Sir(s), M/s. having registered office at (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of vide PO/LOA /FOA No. dated for Purba Bharati Gas Private Limited having registered office at 16C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007 (herein after called the "PBGPL" which expression shall wherever the context so require include its successors and assignees). The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. (Rupees Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify PBGPL, in case of default. The said M/s. has approached us and at their request and in consideration of the premises we having our office at have agreed to give such guarantee as hereinafter mentioned. 1 hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to PBGPL we shall on first demand pay without demur, contest, protest and/ or without any recourse to the supplier / contractor to PBGPL in such manner as PBGPL may direct the

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	said amount of Rupees only or such
	portion thereof not exceeding the said sum as you may require from time to time.
•	You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. and to enforce or to forbear from endorsing any
	powers or rights or by reason of time being given to the said M/s and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
	Your right to recover the said sum of Rs
	(Rupees) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s
	arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law
	would, but for this provision, have the effect of releasing the bank.
	would, but for this provision, have the effect of releasing the bank. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said
	would, but for this provision, have the effect of releasing the bank. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid. This guarantee shall be irrevocable and shall remain valid upto
	would, but for this provision, have the effect of releasing the bank. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid. This guarantee shall be irrevocable and shall remain valid upto



supplier/contractor and notwithstanding any security or other guarantee that PBGPL may have in relation to the suppplier's/contractor's liabilities.

7	The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by PBGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.
8	Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9	We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated granted to him by the Bank.
	Yours faithfully,
	Bank by its Constituted Attorney
	Signature of a person duly
	Authorized to sign on behalf of the

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Bank



INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT" BY "BANK GUARANTEE"

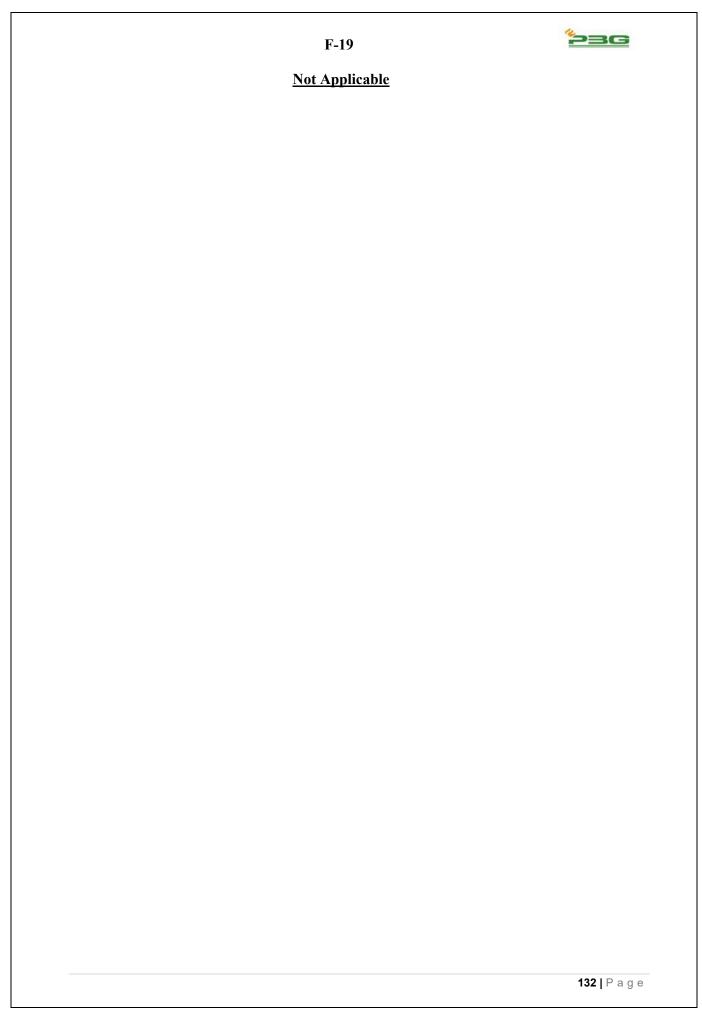
- The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper of Rs. 100/- or the value prevailing in the State where executed as per the Stamp Act, whichever is higher. The non-judicial stamp paper should be in name of the issuing bank.
- The Bank Guarantee by Bidders will be given from bank as specified in Tender.
- letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
- Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued
- If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
- Bidder can submit CPBG on line through issuing bank to PBGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by PBGPL.
- 7 The supplier/vendor/ contractor/ service provider will submit covering letter along with CPBG including the matter mentioned at enclosed Annexure

Annexure

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

VENDOR NAME / VENDOR CODE					
TELESCHILL, TELESCHICE	:	NAME VENDOR CODE	NAME OF THE PERSON OF THE PERS	7849	
BANK GUARANTEE AMOUNT	:				
PURCHASE ORDER/ LOA NO	:			1	
NATURE OF BANK GUARANTEE					
(Please Tick (V) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
BG ISSUED BANK DETAILS	:				
	(A)	EMAIL ID :			
	(B)	ADDRESS :			
	(C)	PHONE NO/ MOBILE NO. :			
	PURCHASE ORDER/ LOA NO NATURE OF BANK GUARANTEE (Please Tick (V) Whichever is Applicable	PURCHASE ORDER/ LÓA NO : NATURE OF BANK GUARANTEE : (Please Tick (v) Whichever is Applicable BG ISSUED BANK DETAILS : (A)	BANK GUARANTEE AMOUNT : PURCHASE ORDER/ LOA NO : NATURE OF BANK GUARANTEE : (Please Tick (v) Whichever is Applicable BANK GUARANTEE BG ISSUED BANK DETAILS : (A) EMAIL ID : (B) ADDRESS : (C) PHONE NO/	BANK GUARANTEE AMOUNT : PURCHASE ORDER/ LOA NO : NATURE OF BANK GUARANTEE : (Please Tick (v) Whichever is Applicable	BANK GUARANTEE AMOUNT : PURCHASE ORDER/ LOA NO : NATURE OF BANK GUARANTEE : (Please Tick (v) Whichever is Applicable BANK GUARANTEE DEPOSIT EMD BG ISSUED BANK DETAILS : (A) EMAIL ID : (B) ADDRESS : (C) PHONE NO/

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F-20 FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section 1.1 of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section 1.1 of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Yes. Refer Annexure I to Instructions to Bidders of Tender Document and FAQs as available on E- portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 39 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



Ca.		
	_	

Details of Quoted Scope

Bidder's Name:

Description	Quoted/ Not Quoted	Amount of EMD submitted for quoted scope
A		
В		
С		
D		
ALL THE ITEMS (A+B+C+D)		

(Seal & signature)





FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

Thi	s agreement made this day of month year by and between M/s (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s	
fifty	l in full name, constitution and registered office address company which hold more than a percent of the paid-up share capital of the bidding company or vice versa) hereinafter the tred to as "Supporting Company" of the second part.	
Wh	ereas	
M/s. Purba Bharati Gas Private Limited (hereinafter referred to as PBGPL) has invited offers vide their tender No for and M/s (Bidder) intends to bid against the said tender and desires to have technical support of M/s [Supporting Company]		
And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for the successful execution of the contract, if awarded to the bidder.		
Nov	w, it is hereby agreed to by and between the parties as follows:	
a)	M/s (Bidder) will submit an offer to PBGPL for the full scope of work as envisaged in the tender document as the main bidder and liaise PBGPL directly for any clarifications etc. in this context.	
b)	M/s[Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted by PBGPL.	
c)	The Bidder/ Supporting Company holds more than 50% paid-up equity capital of the Supporting Company/ Bidder.	
d)	This agreement will remain valid till the validity of bidder's offer to PBGPL including extension if any and till satisfactory performance of the contract, the same is awarded by PBGPL to the bidder.	
e)	Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and PBGPL.	
f)	The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by PBGPL, however without prejudice to any rights that PBGPL might have against the Supporting Company.	
g)	It is further agreed that bidder and Supporting Company shall be jointly and severally responsible to PBGPL for the performance of works during the contract period and for	



the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof, the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of	For and on behalf of
(Bidder)	(Supporting Company)
M/s.	M/s.
Witness:	Witness:
1)	1)
2)	2)



GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

THIS DEED OF GUARANTEE executed atthis day of by M/s		
FOR		
M/s		
TOWARDS		
M/s Purba Bharati Gas Private Limited, a company duly registered under the law of India having its Registered Office at C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007 hereinafter called "PBGPL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees.		
WHEREAS PBGPL has invited tender number		
AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.		
AND WHEREAS one of the condition for acceptance of Bidder's bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the PBGPL at any stage.		
The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.		
The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.		



- 1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the PBGPL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the PBGPL and duly perform the obligations of the Bidder to the satisfaction of the PBGPL.
- 2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
- 3. The Guarantor shall be jointly and severally responsible to PBGPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
- 4. The liability of the Guarantor, under the Guarantee, is of the Bidder for non-performance under the contract entered between PBGPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
- 5. The Guarantor agrees to execute a Corporate Guarantee in favour of PBGPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by PBGPL.
- 6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards PBGPL.
- 7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and PBGPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Guwahati, India. The language of arbitration shall be English.
- 8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- 9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to PBGPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of PBGPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, PBGPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of PBGPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

OR



(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to PBGPL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of PBGPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, PBGPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of PBGPLabout performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.



	For & on behalf of (Supporting Con
	M/s
	Signature
	Name
	Designation
	Official seal
1. Signature Full Name Address	
2. Signature	_
Full Name	
Address	

INSTRUCTIONS FOR FURNISHING GUARANTEE

- 1. The official(s) executing the guarantee should affix full signature(s) on each page.
- 2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory (ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



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CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR

COMPANY		
"Obligations contained in deed of guarantee No furnished against tender No are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject."		
The above certificate should be enclosed along with the Guarantee.		



PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007 India

Dear Sir(s),

M/s.	having
registered office at	(herein after called the "CONTRACTOR/
SUPPLIER/SERVICE PROVIDER" which exp	
include its successors and assignees) have	
	vide PO/LOA /FOA No.
dated	(herein after called CONTRACT/ ORDER)
for Purba Bharati Gas Private Limited hav	ing registered office at 16C/o MS Borgi
Infrastructure Pvt. Ltd., Boraj Arcade, Opposite	
Guwahati-781007 (herein after called the "PBGF	
	L which expression shall wherever the context
so require include its successors and assignees).	
Further, M/s (Name of the Suppo	rting company) having its registered/head office
	whose experience/technical strength, the
CONTRACTOR/SUPPLIER/SERVICE PROVI	DER has qualified for award of contract
(hereinafter referred to as the 'SUPPORTING	COMPANY') which expression shall, unless
repugnant to the context or meaning thereof incl	ude all its successors, administrators, executors
and assignees) has agreed to provide com	
CONTRACTOR/SUPPLIER/SERVICE PROVI	
	entered between PBGPL and the
CONTRACTOR/SUPPLIER/SERVICE PROVI	
'SUPPORTING COMPANY' shall furnish to I	2 2
	1 &
Rupees/US\$ towards providing con	
CONTRACTOR/SUPPLIER/SERVICE PROVI	DER for successful completion of the
contract/order as mentioned above.	
The said M/shas approached us and at their request and in consi	(Supporting Company)
has approached us and at their request and in const	ideration of the premises we having our office at
	eed to give such guarantee as hereinafter
mentioned.	
2. We (name of the bank)	registered under the laws of
having head/registered office at _	registered under the laws of
	44010
	142 Page



(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures)

(Indian Rupees/US Dollars (in words)

without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by PBGPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by PBGPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

- 3. The Bank also agrees that PBGPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that PBGPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
- 4. The Bank further agrees that PBGPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in PBGPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of PBGPL or any indulgence by PBGPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of PBGPL under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till PBGPL discharges this guarantee in writing, whichever is earlier.
- 6. This Guarantee shall not be discharged by any change in our constitution, in the Constitution of PBGPL or that of the 'SUPPORTING COMPANY'.
- 7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- 8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
- 9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) (Indian Rupees/US Dollars (in



Bank

	words) only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee)
8.	We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated granted to him by the Bank.
	Yours faithfully,
	Bank by its Constituted Attorney
	Signature of a person duly Authorized to sign on behalf of the

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INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

- 1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In the case of a foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Guwahati.
- 2. The Bank Guarantee by Bidders will be given from the bank as specified in Tender.
- 3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee
- 4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or it's equivalent in foreign currency along with documentary evidence.



F-25 <u>DECLARATION FOR BID SECURITY</u> (On Letter head)

To, M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007 India

Guwah	ati-781007 India		
	ROCUREMENT OF COATED CARBON STEEL LINE PIPES no: 05/51/23VM/PBGPL/012-R1		
Dear S	ir,		
corrige	examining / reviewing provisions of above referred tender documents (including all endum/ Addenda), we M/s (<i>Name of Bidder</i>) have submitted our offer/		
We, M	M/s (Name of Bidder) hereby understand that, according to your ions, we are submitting this Declaration for Bid Security.		
	nderstand that we will be put on watch list/holiday/ banning list (as per policies of L in this regard), if we are in breach of our obligation(s) as per following:		
(a)	have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or		
(b)	having been notified of the acceptance of our Bid by the PBGPL during the period of bid validity: (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document. (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.		
(c)	having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.		
Place:	[Signature of Authorized Signatory of Bidder]		
Date:	Name: Designation: Seal:		

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F-26

UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY/SD WITHIN STIPULATED TIME LINE (to be submitted on letter head of bidder)

To,

M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007 India

Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES

Tender no: 05/51/23VM/PBGPL/012-R1

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/ SD specified in the tender document.

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security/ SD within 30 days from the date of Fax of Acceptance.

Place [Signature of Authorized Signatory of Bidder]

Date Name:

Designation:

Bidder Name:

Seal:



Annexure-VI

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017



POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

- 1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.
- 2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 **DEFINITIONS:**-

(i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

- (ii) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.
 - **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.
 - **'Non Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- (iii) L1 mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.
- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.
- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas
- (vi) **Procuring Entity** means Purba Bharati Gas Private Limited (PBGPL)
- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'



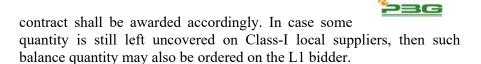
4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

5.0 <u>ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT</u>

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and



- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iii. "Class-II local supplier" will not get purchase preference in any procurement.
- d) Applicability in tenders where contract is to be awarded to multiple bidders In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:
 - i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 - ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local



supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-I. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017
- 8.0 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder



(Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%))

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

- (IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.
- (V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

8.0 <u>VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION</u>

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Auhtority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with PBGPL. In case, the complaint is



found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- In case of false declarations, PBGPL shall initiate action for banning such e. manufacturer/supplier/service provider as per as per PBGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- The Department of Expenditure shall issue suitable instructions for the g. effective and smooth operation of this process, so that:
 - The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

- When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified bv the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department,



except for the list of items published by the Ministry/ Department permitting their participation.

iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.



FORM-1

UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-I LOCAL SUPPLIER ONLY)

To,				
M/s Purba Bharati Gas	Private Limited,			
C/o MS Boraj Infrastru	C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,			
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,				
Guwahati-781007, India				
Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES Tender no.: 05/51/23VM/PBGPL/012-R1				
Dear Sir				
We, M/s	(Name of Bidder) hereby confirm that following purchase preference			

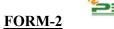
Description	Preference
Purchase Preference under Public Procurement Policy	
for MSE	
Preference Under Public Procurement (Preference to	
Make in India), Order 2017 (PPP-MII)	

Note:

to be considered:-

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PPP-MII order as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PPP-MII and MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PPP-MII order, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.
- (vi) In case MSE bidder is opting the PPP-MII order and emerges other than L1 bidder, then only Purchase Preference as per PPP-MSE policy is not applicable.

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:





SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

To, M/s Purba Bharati Gas Private Limited, C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India			
Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES Tender no.: 05/51/23VM/PBGPL/012-R1			
Dear Sir			
We, M/s(Name of Bio	dder) c	onfirm that as per the definition of policy we are:	
Class-I Local supplier	[]	
Class-II Local Supplier	[]	
(Bidder is to tick appr	opriate	option (🗸) above).	
It is further confirm that M/s(Name of Bidder) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of%.			
The details of the location (s) at which the local value addition is made is as under:			
We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and PBGPL will take action as per provision of tender document.			
Place: [Signature of Authorized Signatory of Bidder] Date: Name: Designation: Seal:			



FORM-3

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION (IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)

C/o MS Opposi	arba Bharati Gas Private Lin S Boraj Infrastructure Pvt. I Ite Hanuman Mandir, Lachi Itati-781007, India	Ltd., Bora	•
	ROCUREMENT OF COAT		BON STEEL LINE PIPES
Tender	r no.: 05/51/23VM/PBGPL/	012-R1	
Dear S	ir		
"We _ the cor specific	the statutory aumpany) of M/s (ed in policy, M/s (iditor/ co Name of Name of	st auditor/chartered accountant (not an employee of <i>the bidder</i>) hereby certify that as per definition <i>(the bidder)</i> is
Class-I	Local supplier	[]
Class-I	I Local Supplier	[]
	(Bidder is to tick a	ppropriat	te option (🗸) above).
It is further confirm that M/s(Name of Bidder) quoted vide offer No dated against tender No meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of%.			
Name of Audit Firm:			[Signature of Authorized Signatory] Name:
Date:			Designation:
UDIN:			Seal: Membership no.
Note: (i) (ii)	(in the case of companies) accountant (in respect of some The above format is indicated).	or from uppliers of ative, the	statutory auditor/ cost auditor/ cost accountant can
	modify the format without	cnanging	g the intent of certification.



Annexure-VII

PROCUREMENT PREFERENCE POLICY, ASSAM, 2015& AMENDMENT 2017



THE ASSAM GAZETTE

অসাধাৰণ

EXTRAORDINARY

প্ৰাপ্ত কৰ্তৃত্বৰ দ্বাৰা প্ৰকাশিত

PUBLISHED BY THE AUTHORITY

নং 329 দিশপুৰ, শুক্রবাৰ, 11 ডিচেম্বৰ, 2015, 20 আঘোণ, 1937 শক

No. 329 Dispur, Friday, 11th December, 2015, 20th Agrahayana, 1937 (S.E.)

GOVERNMENT OF ASSAM
ORDERS BY THE GOVERNOR
ASSAM STATE ELECTION COMMISSION

NOTIFICATION

The 30th November, 2015

No.CI. 313/2003/Pt.I/125.-The Governor of Assam is pleased to enunciate the Procurement Preference Policy, Assam, 2015 with immediate effect on repealment of the Assam Preferential Store Purchase Act (APSP Act), 1989.

Procurement Preference Policy, Assam, 2015

Introduction: In 2006 a Central Act viz Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act, 2006) came into force. Section 11 of the Act is reproduced as under: "For facilitating promotion and development of micro and small enterprises, the Central Government or the State Government may, by order notify from time to time, preference policies in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries or departments, as the case may be, or its aided institutions and public sector enterprises".

Assam Preferential Stores Purchase (APSP) Act 1989 does not match with the provision of Micro Small and Medium Enterprise (MSME) Development Act, 2006 and other relevant institutions of the Central/State Government like CVC.

Whereas it has become expedient and necessary to encourage growth of enterprises in the State of Assam and promotion, development and enhancement of competitiveness thereof especially for Micro and Small Enterprises.

And whereas, the Public Procurement Policy rests upon core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective.

And whereas, for facilitating promotion and development of Micro and Small Enterprises, the State Government, as the case may be, by Order notify from time to time, preference policies in respect of procurement of goods and services, produced and provided by Micro and Small Enterprises, by its Departments, State Public Sector Enterprises and its aided institutions.

The Governor of Assam, by order, is pleased to notify the Procurement Preference Policy, Assam, 2015 (hereinafter referred to as the Policy) in respect of procurement of goods and services produced and provided by Micro and Small Enterprises, by its Departments, State Public Sector Undertakings and its aided institutions.

1. Short title, extent and commencement:

- i. The Policy may be called Procurement Preference Policy, Assam, 2015.
- ii. The Policy will come into effect from the date of its notification in the official gazette.
- iii. It shall extend to the whole State of Assam.

2. Legal Frameworks:

The legal framework of the policy is based on the provisions of Section 11 (under Chapter IV) of Micro, Small and Medium Enterprises Development Act, 2006. Section 11 (under chapter IV) of MSME Development Act, 2006 empowers the state Government to resort to preferential procurement vis-a`-vis the principles of the public procurement and AFRBM Act and other extant rules /guidelines.

3. Objectives.

- To facilitate growth of Micro and Small Enterprises, to provide opportunity to local entrepreneurial talents and to maximize avenues for employment generation.
- Increased participation by Micro and Small Enterprises in the State
 Government Stores Purchase programme.
- iii. Enhancement of competitiveness amongst the Micro and Small Enterprises.
- iv. Encourage linkages between Micro & Small Enterprises and Large Enterprises.
- v. Increased share of supplies of Micro and Small Enterprises to State Government Departments and its aided institutions and Public Sector Enterprises.
- vi. Development of MSEs vendor in rural areas and enhancing participations of Micro and Small Enterprises including those owned by Scheduled Castes or Schedule Tribes and Women.

4. Definition:

In this Policy, unless the context otherwise requires:

- i. "ASIDC" means Assam Small Industries Development Corporation Ltd.
- ii. "Central Government" means the Government of India.
- iii. "DI&CC" means District Industries & Commerce Center
- iv. EM part II means Entrepreneur Memorandum Part II which is a prescribed format required to be submitted by Entrepreneurs to DI&CC/Sub DI&CC once the enterprises start production. EM Part-II Form contains 21 columns to be filled up by the unit and the acknowledgement contains 9 columns to be filled.
- v. 'Governor' means the Governor of Assam.
- vi. L₁ means the lowest quoted price by a valid bidder participating in tender.
- vii. "MSE" means Micro and Small Enterprises.
- viii. "Micro Enterprises" carries the definition as given in "Micro, Small and Medium Enterprises Development Act, 2006".
- ix. "PPP" means Procurement Preference Policy.
- x. "Schedule-1" means industrially backward and disadvantageous area as notified by Government in the Department of Industries & Commerce from time to time.
- xi. "Schedule-2" means the areas within the State of Assam which are not included in Schedule-1.
- xii. State" means the State of Assam.
- xiii. "State Government" means the Government of Assam.
- xiv. "Small Enterprises" carries the definition as given in "Micro, Small and Medium Enterprises Development Act, 2006".

5. Registration for getting preference under the Policy:

Any MSE who has obtained an EM Part-II from the District Industries & Commerce Center shall be eligible for registration under the Policy. Registration shall be valid for 2 (Two) years and will be reviewed and renewed after every 2 (Two) years by verifying continuous commercial and technical competence of the registered Micro and Small Enterprises. The

General Manager, DI&CC will issue Registration Certificate under the Policy.

Such units shall be called enterprises registered under Procurement Preference Policy (PPP) and when such units supply/ intend to supply goods or render services to State Government offices/ Corporations/ PSUs etc they shall be called suppliers which shall also include ASIDC.

Such certificate issued by General Manager, District Industries & Commerce Centre will clearly indicate name of the MSE, name of owner(s) of MSE, name of street, town/village, contact email address, phone No., items for which registered, capacity of production and sales turn over as per balance sheet of previous years. The certificate should also include the dates of issuance and supply.

6. Preference:

- i) MSEs registered under the Policy and falling in Schedule-1 areas will be entitled for price preference upto 20% over the L1 price if L1 happens to be. Non-registered industry/ supplier under this policy. In case more than one such unit qualifies for price preference, then the lowest quoted rate by the MSE registered under the policy and falling in Schedule-1 will be considered and supply order shall be given to such enterprise.
- ii) MSEs registered under the Policy and falling in Schedule-2 areas will be entitled for price preference upto 15% over the L1 price if L1 happens to be Non-registered industry/ supplier under the policy. In case more than one such unit qualifies for price preference, then the lowest quoted rate by the MSE registered under the policy will be considered and supply order shall be given to such enterprise.
- iii) MSEs registered under the Policy and falling in Schedule-1 areas will be entitled for price preference upto 10% over the L1 price if L1 happens to be PPP registered MSEs and located in Schedule-2 area. In case more than one such unit qualifies for price preference, then the lowest quoted rate by the MSE registered under the policy and falling in Schedule-1 areas will be considered and supply order shall be given to such enterprise.

However, in all the above 3 (three) categories, such preferential procurement will be restricted to 25% of the tender value in all the cases and the rest 75% of the tender value will be allowed to L1.

- iv) In case of MSEs registered under the policy and falling in Schedule-1 area and MSEs registered under the policy and falling in Schedule-2 area qualify for supply of goods where L1 happens to be a Non-registered industry/ supplier under this policy, then the supply will be distributed as below:
 - (a) MSEs registered under the policy located in Schedule-1 area: 12.50%
 - (b) MSEs registered under the policy located in Schedule-2 area: 12.50%
 - (c) Non-registered industry/ supplier quoting L1: 75.00%

Illustration is at Annexure-AI to A4

7. Tendering & Procurement.

- (i) All purchases above Rs.5.00 Lakh (Rupees Five Lakh) should be done by OPEN TENDER under this policy by the respective departments themselves.
- (ii) If any purchasing department so desires, it can appoint ASIDC as its official tendering agency as per terms and conditions agreed upon by the purchasing department and ASIDC.
- (iii) Purchasing department, if so desires, can also appoint ASIDC as its procuring agency as per terms and conditions agreed upon by the purchasing department and ASIDC.

8. Rate Contract:

ASIDC shall conclude rate contracts with the registered suppliers for goods and items of standard types which are identified as common user items and are needed on recurring basis by various State Government Departments/ State PSUs/ its aided institutions.

Detailed operational modalities along with items to be considered for such rate contract will be finalized by ASIDC within 3 (three) months of the notification of the Policy with the approval of Commissioner of Industries.

9. Marketing Syndication and MSEs Consortium:

ASIDC shall also act as a representative consortium on behalf of the PPP registered MSEs to procure and supply goods/ services to State Government offices/ its aided institutions/ Public Sector Undertakings for which it (ASIDC) shall qualify for the following benefits.

- a. Issue of tender sets free of cost.
- b. Exemption from payment of Earnest Money.
- c. Waiver of Security Deposit.

For such services rendered to PPP registered MSEs under the consortium, with the consent of MSEs, upto one percent of the value of supply order would be charged by ASIDC as "Service Charges" from the MSE supplier if any such supply order is bagged by MSEs under ASIDC's consortium.

10. Developing Micro and Small Enterprise vendors, enhancing participations of Micro and Small Enterprises including those owned by Scheduled Castes or Schedule Tribes and Women:

ASIDC shall also act as a Nodal Agency for development of Micro & Small Enterprises in the State and take necessary steps to develop appropriate vendors by organising Vendor Development Programmes/ Buyer-Seller Meets for the development of Micro & Small Enterprise in the state.

Further, for development of Micro and Small Enterprises of Schedule Caste, Schedule Tribe and women:-

- a) Special Vendor Development Programmes/ Buyer-Seller Meets shall be conducted for Scheduled Castes or Scheduled Tribes including that of women.
- b) Outreach programmes shall be conducted by ASIDC to cover more and more Micro and Small Enterprises from Scheduled Castes or Scheduled Tribes.

For the purpose of the same State Government shall make a separate budget provision for ASIDC to carry out the works.

11. Payment:

Payment for purchase would be made by the purchasing department directly to the supplier which shall also include ASIDC, in case the supplier is ASIDC.

- a. Issue of tender sets free of cost.
- b. Exemption from payment of Earnest Money.
- c. Waiver of Security Deposit.

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Further, for development of Micro and Small Enterprises of Schedule Caste, Schedule Tribe and women:-

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- b) Outreach programmes shall be conducted by ASIDC to cover more and more Micro and Small Enterprises from Scheduled Castes or Scheduled Tribes.

For the purpose of the same State Government shall make a separate budget provision for ASIDC to carry out the works.

11. Payment:

Payment for purchase would be made by the purchasing department directly to the supplier which shall also include ASIDC, in case the supplier is ASIDC.

12. Quality:

Quality of the items shall be as per purchasers' specification. Quality certification may be obtained from the Quality Control Laboratories under the Industries & Commerce Department, Assam, any other Central/State Government authorized institution/agency.

13. Annual Plan for Procurement from Micro and Small Enterprises:

The State Government Departments/ State PSU/ State Govt. aided institutions shall also prepare Annual Procurement Plan for purchases within 30th June every year and upload the same on their official website and also submit the same to ASIDC to upload the departmental Annual Procurement Plan in the Corporation's website so that Micro and Small Enterprises may get advance information about requirement of procurement.

14. Applicability and Compliance:

The Procurement Preference Policy of MSEs shall be statutory under section 11 of Micro, Small Medium Enterprises Development Act, 2006 and mandatory for all State Government offices, its aided institutions, Public Sector Undertaking.

15. Review Committee:

There shall be a Review and Monitoring Committee headed by the senior most Secretary, Industries & Commerce Department, Assam for ensuring proper implementation of the Policy. The Industries & Commerce Department, Assam will notify the Committee along with the terms of reference.

16. Notification of Schedule-I & II

Industries & Commerce Department, Government of Assam will notify Schedule-I & II from time to time.

17. Removal of difficulty:

Any difficulties experienced during the course of implementation of the above Policy shall be clarified by Government of Assam, Industries & Commerce Department.

ANNEXURE-1

Supposing

MSEs registered under the policy located in Schedule-1 area have quoted rates as below:

A: Rs.120.00

B: Rs.117.00

C: Rs.115.00 (Lowest)

And Non-registered industries/ suppliers have quoted rates as below:

X: Rs.100.00 (L1)

Y: Rs.102.00

Z: Rs.105.00

L1 + 20% = Rs.120.00

Though MSEs "A", "B", & "C" fall in the preferential range of 20%, rate quoted by "C" being lowest in the category will qualify for supply of 25% of the supply order and "X" will get 75% of the supply order.

Now, supposing the volume of supply order is 200 chairs, then "C" will supply 50 (i.e. 25%) chairs and "X" will supply 150 chairs (i.e. 75%)

ANNEXURE-2

Supposing

MSEs registered under the policy located in Schedule-2 area have quoted rates as below:

A: Rs.115.00

B: Rs.112.00

C: Rs.110.00 (Lowest)

And Non-registered industries/ suppliers have quoted rates as below:

X: Rs.100.00 (L1)

Y: Rs.102.00

Z: Rs.105.00

L1 + 15% = Rs.115.00

Though MSEs "A", "B", & "C" fall in the preferential range of 15%, rates quoted by "C" being the lowest in the category will qualify for supply of 25% of the supply order. "X" will get 75% of the supply order.

Now, supposing the volume of supply order is 200 chairs, then "C" will supply 50 (i.e. 25%) chairs and "X" will supply 150 chairs (i.e. 75%)

ANNEXURE-3

Supposing

MSEs registered under the policy located in Schedule-1 area have quoted rates as below:

A: Rs.110.00

B: Rs.118.00

C: Rs.105,00 (Lowest)

and MSEs registered under this policy and falling in Schedule-2 area and

have quoted rates as below:

X: Rs.100.00 (L1)

Y: Rs.105.00

Z: Rs.108.00

L1 + 10% = Rs.110.00

Though MSEs "A" & "C" fall in the preferential range of 10%, rate quoted by "C" being the lowest, "C" will qualify for supply of 25% of the supply order. "X" will get 75% of the supply order.

Now, supposing the volume of supply order is 200 chairs, then "C" will supply 50 (i.e. 25%) chairs and "X" will supply 150 chairs (i.e. 75%)

ANNEXURE-4

Supposing

MSEs registered under the policy and located in Schedule-1 areas have quoted rates as below:

A: Rs.105.00 (Lowest)

B: Rs.108.00

C: Rs.110.00

and MSEs registered under the policy and located in Schedule-2 areas have quoted rates as below:

D: Rs.102.00 (Lowest)

E: Rs.103.00

Rs. 105.00 and Non-registered industry/ suppliers quoting rates as below:

X: Rs.90.00 (L1)

Y: Rs.95.00

Z: Rs.98.00

L1 + 20% = Rs.108.00

L1 + 15% = Rs.103.50

Though MSEs located in Schedule-1 areas "A" & "B" fall in the preferential range of 20%, price quoted by "A" being lowest in the category will qualify for supply.

and though MSEs "D" & "E" registered under the policy and located in Schedule-2 area fall in the preferential range of 15%, "D" being the lowest in the category will qualify for supply.

In the above circumstances the supply will be distributed as below:

A: 12.50%

D: 12.50%

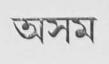
X 75.00%

Now, supposing the volume of the supply is 200 chairs then "X" will get 150 chairs, "A" & "D" will get 25 chairs each.

H. K. SARMA,

Commissioner & Secretary to the Government of Assam, Industries and Commerce Department.

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ৰাজপত্ৰ

THE ASSAM GAZETTE

অসাধাৰণ EXTRAORDINARY প্ৰাপ্ত কৰ্তৃত্বৰ দ্বাৰা প্ৰকাশিত PUBLISHED BY THE AUTHORITY

নং 717 দিশপুৰ, সোমবাৰ, 4 ডিচেম্বৰ, 2017, 13 আযোগ, 1939 (শক) No. 717 Dispur, Monday, 4th December, 2017, 13th Agrahayana, 1939 (S.E.)

GOVERNMENT OF ASSAM ORDERS BY THE GOVERNOR INDUSTRIES AND COMMERCE DEPARTMENT

NOTIFICATION

The 27th November, 2017

No. Cl.313/2003/Pt.-I(B)/259.- Whereas the Procurement Preference Policy, Assam, 2015, formulated as per provision of section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 (No.27 of 2006) by repealing Assam Preferential Stores Purchase act, 1989, was under implementation since 30/11/2015.

And whereas, the need for formulation of a Procurement Preference Policy by way of amendment is felt broadly in view of the fact that maximum efforts shall be made to procure maximum goods and services from the enterprises of the State without compromising quality, competitiveness and cost effectiveness:

Now the Governor of Assam, in exercise of the powers conferred under section 11 of the Micro, Small and Medium Enterprises Development Act (MSMED), 2006 is hereby pleased to amend the Procurement Preference Policy, Assam, 2015 hereinafter referred to as the principal Policy, in respect of procurement of goods and services produced and provided by Micro and Small Enterprises, by the Government Departments. State Public Sector under takings and its aided institutions, in the manner herein after appearing, namely:-

Short title, extent and commencement.

- i. This policy may be called Procurement Preference (Amendment) Policy, Assam, 2017.
- ii. They shall come into effect from the date of its notification in the Official Gazette.
- iii. It shall extend to the whole state of Assam.

Amendment of clause 3.

- 2. In the principal Policy in clause 3:-
 - (i) in sub-clause iii, for the existing provisions, the following shall be substituted, namely,
 - "iii, Enhancement of competitiveness amongst the Micro and Small Enterprises through sound, fair and transparent practices".
 - (ii) In sub-clause v, for the existing provision, the following shall be substituted, namely:-
 - "v. Increased share of supplies of Micro and Small Enterprises to State Government Departments and its aided institutions and Public Sector Enterprises. All the administrative Departments/Agencies under the control of State Government, Heads of Department and offices subordinate to them. Boards, Corporations, Development Authorities, Improvement Trusts, Municipalities, Notified Area Committees, Co-operative Bodies and Institutions aide by the State Govt. and companies where

Government share is 50% or more, will ensure procurement of minimum of 25% of total annual purchase of products produced and services rendered by MSEs of Assam."

(iii) After sub-clause vi, a new sub-clause vii, shall be inserted, namely:-

"vii. Procurement Preference (Amendment) Policy, Assam, 2017 aims at promoting and developing Micro and Small Enterprises (MSEs) of the State by giving preference in purchase of its products and services in comparison with the units located outside the state, without compromising the quality, competitiveness and cost effectiveness."

Amendment of clause 4

3.

4.

In the principal Policy in clause 4,-

- in sub-clauses x and xi, the existing provision shall be deleted and sub-clauses xii, xiii and xiv shall be renumbered as sub-clauses x, xi and xii respectively.
- (ii) after the renumbered sut-clause (xii), the following new sub-clause xiii shall be inserted, namely:-
- "Niii. "Enterprises" means an industrial undertaking or a business concern or any other establishment in MSE category, by whatever name called, engaged in the manufacture or production of goods having their manufacturing unit in the State of Assam or engaged in providing or rendering of any service or services."

Insertion of new clauses 4A and 4B

In the principal Policy, after clause 4 the following new clauses 4A and 4B shall be inserted, namely:-

4A. Mandatory procurement from Micro and Small Enterprises.-

- (i) Every Department of the State Government or its Agencies or aided Institutions shall set an annual goal of procurement from Micro and Small Enterprises from the financial year 2017-18 and onwards, with the objective of trying to achieve overall procurement of minimum 25 per cent of total annual purchases of products and services rendered by Micro and Small Enterprises in a period of three years which may be extended up to a period of 10 (ten) years.
- (ii) In case there are no supplier in the MSE Sector of the state who have the capacity to supply required items, department/organization is free to procure from open market through stipulated processes.

4B. Special provisions for Micro and Small Enterprises owned by Scheduled Casses or Scheduled Tribes.-

- (i.e., 5 per cent out of 25 per cent) shall be earmarked for procurement from Micro and Small Enterprises a sub-target of 20 per cent (i.e., 5 per cent out of 25 per cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of ailure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L₁ price. 5 percent, as mentioned above, for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.
- (ii) In case the department has failed to get tender offer under such category, the reason in detail must be mentioned in the proceeding of the procurement committee meeting held for the purpose."

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Amendment of clause 5.

In the principal Policy, in clause 5, after the last word supply, for the punctuation mark (.) fullstop, the punctuation mark (:) colon shall be substituted and there after, the following proviso shall be inserted, namely ;-"Provided that the preference under the policy shall be valid for 10 (ten) years in case of both Micro and small Enterprises.

Amendment of 6. clause 6.

In the principal Policy, in clause 6,-

for the existing sub-elauses ii, iii and iv, the following shall be substituted, namely :-"ii. In case of turnkey projects executed by any depurtments of the State Government, goods manufactured in the State shall be given preference".

iii. Incase more than one such Micro and Small Enterprise qualifies for price preference, the supply shall be shared proportionately (to tendered quantity) depending on the capacity of the enterprises and the price quoted.

iv. "Li rates and quantity of order shall be offered to all such participating enterprises provided that products of units participating in the tender corresponds to ISI or equivalent standard

(ii) after sub-clause iv, the following new sub-clause v shall be inserted, namely :-"v. The State Government Departments and its Agencies or aided Institutions under their control will have to procure their requirement of these items/services exclusively from local MSEs for the items by inviting limited competitive quotations/ tenders from such local MSEs only. Efforts will be made to distribute the purchase order equitably among the participating enterprises prepared to accept lowest negotiated rate

keeping in view their production capacity."

In the principal Policy in clause (7), for the existing subclause i, the following shall be substituted, namely :-

All purchases above Rs.20.00 lakh (Rupees twenty lakh) from the Enterprises should be done by e - TENDER under this policy by the respective departments."

in the principal Policy, in clause 11, after the existing provision, the following sub-clauses i and ii shall be inserted. namely:-

- The MSE/other enterprise and unit must have complied with all statutory and legal formalities of concerned regulators/Act.
- The MSE unit availing preferential treatment will give an (ii) undertaking with respect to sub-clauses (i) to (iv) of clause 14 including a categorical statement that the product/services being supplied to the Government Departments or its agencies has been manufactured/created by the unit located in Assam only, giving details of batch no./date or any other identifiable tag (GSI etc.) as per prevalent established practice."

wante .

Amendment of clause 7.

7.

Amendment of clause 11.

Amendment of clause 14.

In the principal Policy for the existing clause 14, the following shall be substituted, namely:-

- "14. Procurement Preference (Amendment) Policy, Assam, 2017 shall be applicable to such Micro and Small Units (MSEs as defined under MSME Act 2006 of Government of India and other units/enterprises of the state which shall fulfill all the following criteria:
 - i. The manufacturing or Service unit is located within the State of Assam;
 - ii. The Head Office or Corporate Office of such registered unit/company/enterprises is within the territorial jurisdiction of Assam;
 - iii. MSE is registered with the Directorate of Industries/District Industries Centre;
 - iv. The MSE/other enterprise and unit must have encouraged local people in employment."

Amendment of 10. clause 16.

In the principal Policy, the existing provision in clause 16 shall be deleted and clause 17 shall be renumbered as clause 16.

RAVI CAPOOR,

Additional Chief Secretary to the Govt. of Assam Industries & Commerce Department.



Enclosure I

UNDERTAKING TO BE SUBMITTED ON BIDDER'S LETTERHEAD

To, M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India

Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India Sub: PROCUREMENT OF COATED CARBON STEEL LINE PIPES Tender no.: 05/51/23VM/PBGPL/012-R1 Dear Sir (Name of Bidder), have gone through Procurement Preference We, M/s Policy, Assam, 2015, Amendment (2017) & revisions thereof and for availing preference as per the policy, we hereby confirm that: We have obtained EM Part-II from District Industries & Commerce center and are registered under Procurement Preference Policy, Assam and we hereby confirm: i) We have our Manufacturing / Service unit located within the State of Assam ii) Our Head Office or Corporate Office of such registered unit/company/enterprises is within the territorial Jurisdiction of Assam iii) Our Organization is a Micro/ Small enterprise and registered with the Directorate of Industries/District Industries Centre. iv) Our enterprise and unit have encouraged local people in employment. v) Product/Services being supplied to the Government Departments or its agencies, has been manufactured/ created by the unit located in Assam only and details of batch no/date or other identifiable tag (GSI etc.) are provided as enclosure. [Signature of Authorized Signatory of Bidder] Name: Designation: Date: Seal:

Encl.:

- i. EM Part-II from District Industries & Commerce center
- ii. Registration certificate under Procurement Preference Policy, Assam
- iii. Proof of Product/Services being supplied to the government departments or its agencies, has been manufactured/ created by the unit located in Assam only such as details of batch no/date or any other identifiable tag (GSI etc.) as per prevalent established practice

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CUT-OUT SLIP

(To be pasted on the envelope containing EMD / Bid Security, Power of Attorney & Integrity Pact (if applicable))

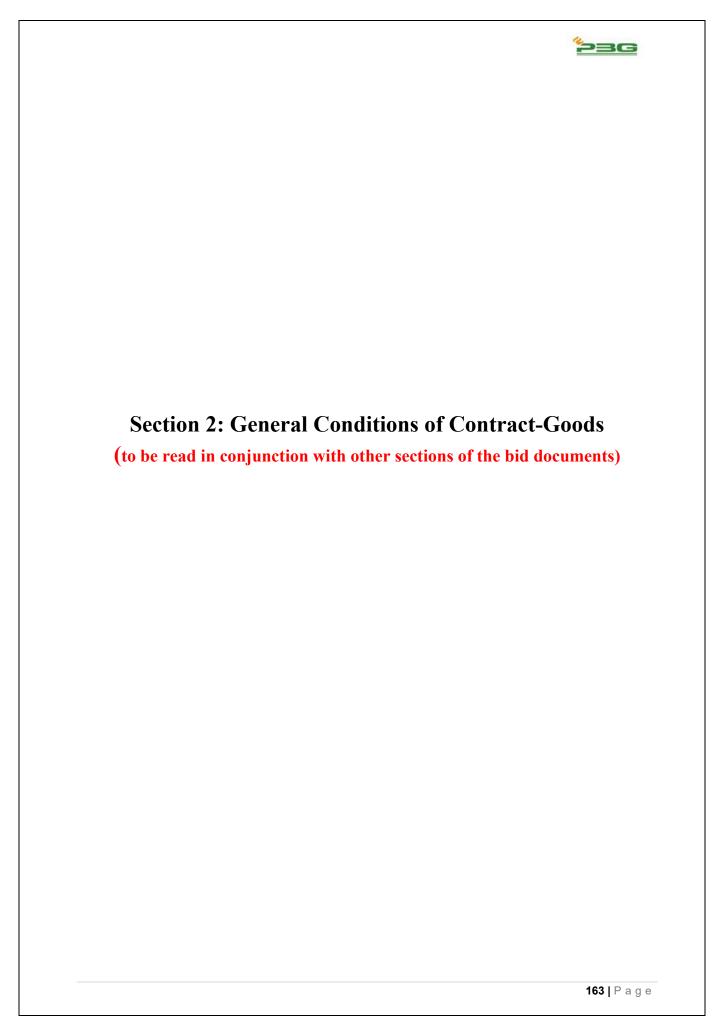
	DO NOT OPEN - THIS IS A QUOTATION				
Tender	:	PROCUREMENT OF COATED CARBON STEEL LINE PIPES			
Tender no.	:	05/51/23VM/PBGPL/012-R1			
Due Date & Time	:	Upto 1400 Hrs. (IST) on 27.06.2022			
From:		To:			
M/s		The Sr. General Manager (Contracts) MECON LIMITED 15TH FLOOR, NORTH TOWER, SCOPE MINAR, LAXMI NAGAR DISTRICT CENTRE DELHI – 110092 Ph No.: 91-11-22401100/22401103 Fax No.: 91-11-22041214 Email: cont-delhi@mecon.co.in			

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PART-II – CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT – GOODS (GCC - GOODS)



PURBA BHARATI GAS PRIVATE LIMITED

General Conditions of Contract-GOODS

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41		Limitation of Liability

1	Definitions	Goods	document, General Conditions of Contract (GCC-), the following terms shall have the following tive meanings:
		1.0	BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
		1.1	CONSULTANT [if engaged] shall mean M/s having its registered office at The term consultant includes successors, assigns of M/s
		1.2	CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
		1.3	CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
		1.4	COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
		1.5	COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
		1.6	DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
		1.7	DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
		1.8	ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
		1.9	FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.

- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 PURCHASER shall mean M/s Purba Bharati Gas Private Limited ("PBGPL") ,C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
 Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
 Guwahati-781007,India. The term PURCHASER includes successors, assigns of PBGPL.
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

Quantities - Bills of quantities

Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

- 1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or

details, description, statement of technical data performance characteristics, standards (Indian as we as International) as applicable and specified in the Contract. 1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER. 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or an person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and within include the legal representatives, successors, and permitted assigns of such person. 1.21 START-UP shall mean the time period required the bring the equipments covered under the Contract from an inactive condition, when construction in essentially complete to the state of readiness for trice operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period. 1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASEF or his representative in order to ascertain quality workmanship, performance and efficiency of equipment or part thereof.		T		Complete house to be summitted assets a second of
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			1.22	
prescribed in the Contract to be performed by the			1.23	TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
examined all contract documents to his entire satisfaction. Any lack of information shall not in an	2	Seller To Inform	2.1	The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.
	3	Application	3.1	These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
4 Country of Origin 4.1 For purposes of this Clause "origin" means the place	4	Country of Origin	4.1	For purposes of this Clause "origin" means the place

			where the Goods were mined, grown or produced, or
			from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
5	Scope of Contract	5.1	Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
		5.2	Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
		5.3	The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
		5.4	The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
		5.5	The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
		5.6	All dimensions and weight should be in metric system.
		5.7	All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
		5.8	The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part

		numbers and their location. The size of bearings, their make and number shall be furnished.
	5.9	Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
	5.10	SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.
6 Standards	6.1	The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.
7 Instructions, Direction & Correspondence	7.1	The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part. a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT. b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT. c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT. d. Invoices for payment against CONTRACT shall be addressed to PURCHASER. e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.
8 Contract Obligations	8.1	If after award of the contract, the Seller does not

		8.2	acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract. Once a contract is confirmed and signed, the terms
			and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.
9	Modification In Contract	9.1	All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
		9.2	PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.
10	Use of Contract Documents & Information	10.1	The Seller shall not, without the PURCHASER's/CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
		10.2	The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.
11	Patent Rights, Liability & Compliance of Regulations	11.1	SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit

	Г		or propositings
			or proceedings.
		11.2	The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
		11.3	SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
		11.4	SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.
12	Performance Guarantee	12.1	Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.
		12.2	The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.
		12.3	The performance guarantee shall be denominated in the currency of the CONTRACT.
		12.4	The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.
13	Inspection, Testing & Expediting	13.1	The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications.

- The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests

and inspections.

- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- Inspection & Rejection of Materials by consignees 13.15 When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials lying at the risk and cost of contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

Time Schedule & 14.1 Time Schedule Network/Bar Chart **Progress Reporting** 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS. 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning. 14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER. 14.1.4 The time schedule network/bar chart shall be updated at least every second month. 14.2 Progress Trend Chart/Monthly Report 14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart. 14.2.2 The progress will be expressed percentages as shown in the progress trend chart attached to the Time Schedule specification. 14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation. 14.3.1 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation. 14.3.2 Irrespective of such inspection, SELLER shall CONSULTANT. with CODV PURCHASER, at the earliest possible date of any anticipated delay in the progress. 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the PURCHASER/CONSULTANT may CONTRACT. give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/ CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in

			part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.	
15	Delivery & Documents	15.1	15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk the SELLER until delivery has been completed.	
		15.2	Delivery shall be deemed to have been made :	
			 a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date. b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery. c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s). 	
		15.3	The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.	
		15.4	Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.	
		15.5	In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.	
		15.6	The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.	
		15.7	The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.	

		15.8		comply with the Packing, Documentation Specifications
16	Transit Risk Insurance	16.1	6.1 All goods supplied under the contract shall be insured in a freely convertible currency against lo damage incidental to manufacture or acquitransportation, storage and delivery.	
		16.2		FOB or CFR basis, marine esponsibility of the Purchaser.
			Indigenous Bidders	: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by PBGPL.
			Foreign Bidders :	Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by PBGPL.
			of materials, the primare for safe movement is PURCHASER's interes	sure that in effecting despatch ry responsibility of the carriers always retained so that the sts are fully safeguarded and ised. The Seller shall furnish ainst each equipment.
		16.3	PURCHASER's Insural [The name and address	nce Agent : s-as mentioned under SCC]
17	Transportation	17.1	the GOODS until delive the point of putting the conveyance at the spe	the GOODS FOB, transport of ery, that is, upto and including e GOODS on board the export cified port of loading, shall be by the SELLER and the cost
		17.2	transport of the Goods such other point in the be specified in the CON	r the GOODS CFR or CIF, s to the port of discharge or country of destination as shall ITRACT shall be arranged and R and the cost thereof shall be
18	Incidental Services	18.1	The Seller may be required following services:	ired to provide any or all of the
		18.1.1 and/or	•	upervision of onsite assembly Goods:

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods: 18.1.3 Performance or supervision or maintenance and/or the supplied Goods, for a period of time repair of agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract. 18.1.4 Training of the Purchaser's personnel at the Seller's and/or at Site, in assembly, start-up operation, plant maintenance and/or repair of the supplied Goods at no However, Purchaser will bear boarding, extra cost. expenses of Trainees. lodging & personal 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services. 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser. 18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules. 19 Spare Parts. 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare Maintenance Tools. parts manufactured or distributed by the Seller. Lubricants 19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warrantee obligations under the Contract, and 19.1.2 In the event of termination of production of the spare parts: Advance notification to the Purchaser of the i) pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and Following such termination, furnishing at no ii) cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested. 19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for:

	T T	10.0.4	The construction evenution and commissioning
		19.2.1 19.2.2	The construction, execution and commissioning. 2 years operation and maintenance.
		19.3	Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
		19.4	Type and sizes of bearings shall be clearly indicated.
		19.5	Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
		19.6	A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
		19.7	Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.
		19.8	Lubricants
		19.8.1	Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
		19.8.2 19.8.3	If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given. Seller shall indicate various equivalent lubricants available in India.
20	Guarantee	20.1	All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.
			No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper

materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.

PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site. PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/CONSULTANT shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

- 20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.
- 20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so

		20.2.3	within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER. If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.
21	Terms of Payment	21.1	The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
		21.2	The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
		21.3	The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
		21.4	Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.
			General Notes:
			 All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of total order/Contract value. For dispatches on FOT dispatch point (in India) basis, the payment shall be through

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			 wherever applicable, shall be released as per normal banking procedures. 3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects. 4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder. 5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
			6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.7. In case of Indian bidder, variation, if any, on
			account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER alongwith invoicing itself. 8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.
22	Prices	22.1	Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.
23	Subletting & Assignment	23.1	The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.
24	Time As Essence of Contract	24.1	The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.
25	Delays In The Seller's Performance	25.1	If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to: i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or

cancel the CONTRACT in whole or in part without liability for cancellation charges. In that PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above. 25.2 Any inexcusable delay by the SELLER or his subcontractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default. Subject to Article -29, if the SELLER fails to deliver 26 **Price Reduction** 26.1 **Schedule For Delayed** any or all of the GOODS or performance the services **Delivery** within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications. 26.1.1 Deductions shall apply as per following formula: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price. 26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly. 26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused

			by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.
27	Rejections, Removal of Rejected Equipment & Replacement	27.1	Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
		27.2	If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
		27.3	Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
		27.4	EQUIPMENT rejected by the PURCHASER/CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
		27.5	In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).
28	Termination of Contract	28.1 28.1.1	Termination for Default The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part: A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.
		28.1.2	In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such

			terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER
		28.1.3	shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated. In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by PBGPL Against any type of tender nor their offer will be considered by PBGPL against any ongoing tender (s) where contract between PBGPL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by PBGPL to such VENDOR.
		28.2	Termination for Insolvency The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.
		28.3 28.3.1	Termination for Convenience The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.
		28.3.2	The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt: a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed
20	Fara Maiaura	20.4	GOODS and for materials and parts previously procured by the SELLER.
29	Force Majeure	29.1	 Shall mean and be limited to the following: a) War/hostilities b) Riot or Civil commotion c) Earthquake, flood, tempest, lightening or other natural physical disaster. d) Restrictions imposed by the Government or other
			Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

			The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.
			For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.
			SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.
30	Resolution of Disputes/Arbitration	30.1	The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
		30.2	If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.
		30.3	Legal Construction The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within state of Assam,i.e Guwahati.
		30.4	Arbitration All disputes, controversies, or claims between the parties (except in matters where the decision of the

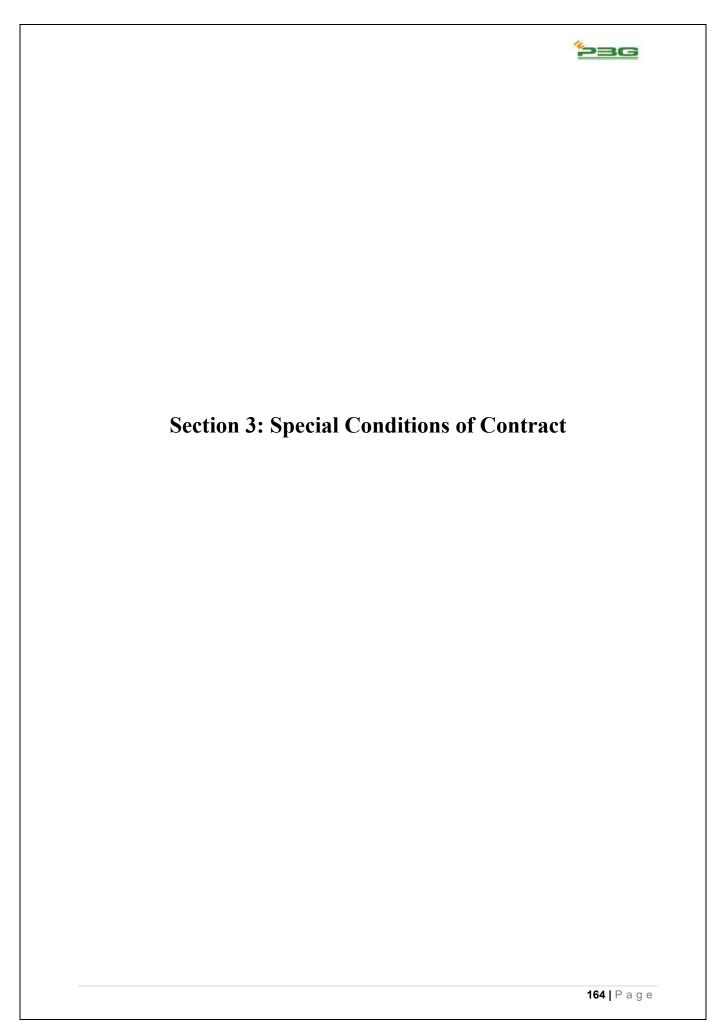
Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER (PBGPL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator. In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties. The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Guwahati, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Guwahati (India). Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996. The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings. 31.1 The Contract shall be written in English language as 31 Governing Language specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes

			interpretation, English translation shall govern and be binding on all parties.
32	Notices	32.1	Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
		32.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
33	Taxes & Duties	33.1	A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.
		33.2	A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
		33.3	Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
		33.4	Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.
34	Books & Records	34.1	SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.
35	Permits & Certificates	35.1	SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36	General	36.1	In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
		36.2	Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.
		36.3	Recovery of sums due All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.
		36.4	Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.
		36.5	Cut-off Dates No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any)
		36.6	Paragraph heading The paragraph heading in these conditions shall not affect the construction thereof.
37	Import License	37.1	No import license is required for the imports covered under this document.
38	FALL CLAUSE	38.1	The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the

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			Central or State Govt. as the case may be, during the currency of the order.
		38.2	If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to: a) Exports by the Contractor/Supplier or b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement c) sale of goods such as drugs which have expiry dates.
		38.3	The supplier shall furnish the following certificate to the concerned Paying Authority alongwith each bill for payment for supplies made against this order:- "I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the PBGPL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the PBGPL under the order." Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a),(b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.
39	Publicity & Advertising	39.1	Seller shall not without the written permission of PURCHASER/Consultant make a reference to PURCHASER/Consultant or any Company affiliated with PURCHASER/Consultant or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.
40	Repeat Order	40.1	PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms

			and conditions.
41	Limitation of Liability	41.1	Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.



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SECTION-3

SPECIAL CONDITIONS OF CONTRACT – GOODS (SCC- GOODS)

1. **DEFINITIONS**

In addition to meaning ascribed to certain initial capitalised terms in Section 2 "GCC -Goods", following initial capitalised terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in "GCC-Goods", the meaning ascribed to such term hereunder shall prevail:

- 1.1 Definitions
- 1.1.1 Bid Documents shall mean documents issued to the Bidder pursuant to document listed in ITB.
- 1.1.2 Effective Date shall mean the date on which Sellers obligations will commence and that will be the date of Fax of Acceptance (FOA).
- 1.1.3 Warehouse / Dump Yard / Dump site / Storage Yards shall mean a placed hired / owned by Employer for the purpose of storing the Coated Pipes and delivering the coated pipes to Laying Contractor.
- 1.2 Interpretations
- 1.2.1 Where any portion of the GCC Goods is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC-Goods shall be deemed to govern the provisions of the GCC Goods and SCC-Goods provisions shall prevail to the extent of such repugnancy, or variations exist.
- 1.2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- Notwithstanding the sub-division of the Contract Documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- 1.4 All headings, subtitles and marginal notes to the clauses of the GCC Goods, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 1.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.
- 1.6 Except the obligation of payment to Seller, Consultant may discharge all other Purchasers obligations. In Bid Documents, at all such places where obligations are confined to Purchaser alone such provision to read as Purchaser/ Consultants obligation *to* the extent the context so means/ requires.
- 1.7 Clause related to steel source:

To ensure the timely execution of the contract, order/s for supply of steel coil/Billet etc. needs to be placed in time. Successful vendor will ensure placement of order for procurement of steel coil/Billet etc. within the 45 days from the date of notification of award and will submit a copy of order/LC copy in support of the same. Failure in submitting the documents within the stipulated period shall be treated as non-fulfillment of contractual obligations and the same shall be dealt as per provisions of tender in this regard.

2. SCOPE OF SUPPLY / WORK

The scope of supply shall be as given at Material Requisition, Vol.-II and Price Schedule enclosed with this tender enquiry.

3. PACKING, MARKING AND SHIPMENT

- 3.1 The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse till the time of issuance to erection contractor. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.
- 3.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Packaging Requirement as per Tender documents.

4.0 DELIVERY SCHEDULE

- 4.1 Refer IFB for Delivery Schedule.
- 4.2 Delivery of Coated Line Pipes shall be on the basis of receipt and acceptance by PBGPL/MECON of Coated Line Pipes at Ex-Warehouse Location specified in the MR. The date of handing over to Owner/ MECON at warehouse shall be considered as the date of delivery for release of balance 10% payment in terms of Clause No. 1.1.1.4 of Section 3A.
- 4.3 Failing to meet delivery schedule will be subject to Price Reduction and/or other remedies available to the Purchaser in Bidding Documents.
- 4.4 Delivery period as detailed in Clause 4.0 of SCC-Goods, shall be the essence of Agreement and no variation shall be permitted.
- 4.6 The delivery period shall be reckoned from the date of Fax of Acceptance (FOA).

5 DESPATCH INSTRUCTIONS

5.1 Seller shall obtain dispatch clearance from the Purchaser/Consultant prior to each dispatch.

Copy of Inspection Release note, Dispatch Clearance and Statement showing the name of vessel, description and weight of material and shipping mark etc. to be submitted along with the documents.

6. INDEPENDENT SELLER

6.1 It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser/ Consultant nor the Seller has any kind of interest in other sellers.

7. LIEN

7.1 Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title /liens, costs, consequences etc.

8. RECOVERY OF CUSTOM DUTY, GST ETC.

8.1 In case, the statutory variation entitles the Purchaser to recover the amount (irrespective of

Contractual Delivery) such amount will be recovered from any bill of the Contractor, immediately, on enforcement of such variation, under intimation to the Contractor.

9. RECOVERY ON FAILURE OF PIPE UNDER FIELD HYDRO TEST

Price reduction schedule on failure of pipe under field hydrotest and/ or during guarantee/ warranty period and/ or defect liability period as applicable shall be as follows (for pipe supplier):-

Pursuant to General Conditions of Contract as per Volume-I and clause 14 (new) of the Technical Specification owner shall be reimbursed by the successful bidders for any pipe supplied against this order that fails under field hydrostatic test and/ or during guarantee/ warranty period and/ or defect liability period as applicable, if such failure is caused by a defect in pipes which is outside the acceptance limits of the specifications. The reimbursement cost will be the landed cost of the defective pipes including all cost incurred upto delivery thereof at site and shall also include but not limited to cost of all duties, freight, insurance, labour, material, charges for cutting, removing, re-coating, replacement and relaying of defective pipeline including cost of incidental activities as well as losses suffered by PBGPL. The recovery cost shall be calculated at actual but will be subject to the minimum values given below. Recovery shall be applied on the actual or minimum pre-determined rate, whichever is higher. The minimum pre-determined rate shall not need any justifications. The minimum pre-determined reimbursement cost of each pipe shall be as under:-

- i) For 8",6" & 4" Pipes Rs.12,80,000/- (Rupees Twelve lacs eighty thousand only
- ii) For 10" to 16" Rs.16,00,000/- (Rs. Sixteen lacs only)

The above cost shall be for each pipe, payable by the vendor to the Owner on demand without necessity of any proof of replacement/ reimbursement cost. Further, in case, the amount payable by the vendor to PBGPL become more than what can be adjusted through price reduction PBGPL may recover at its discretion through deduction from any payment due or becomes due to the contractor or by encashing the Bank Guarantee(s) furnished by contractor, the unrecovered part of such payment will be paid by the contractor to PBGPL within 15 days of date of notification by PBGPL to him.

In the event of conflict between the stipulations of this article and anything contained in the Technical Specification (Material Requisition), the stipulations of this article shall govern.

Necessary tests to establish cause of failure of pipes shall be carried out at Welding Research Institute, Trichi, India and shall be binding on the both PBGPL and the pipe supplier.

10. REJECTION

- 10.1 Any materials/ goods covered under scope of supply, which during the process of inspection by Purchaser/ appointed third party, at any stage prior to dispatch, is found not conforming to the requirements/ specifications of the Purchase Requisition/ Order, and shall be liable for immediate rejection.
- Seller shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to Purchaser.

11. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damage, loss of profits or loss of production.

12. INSURANCE

- Supplier shall, at his own expense arrange, secure and maintain insurance as may be necessary with reputable insurance companies to the satisfaction of the Employer. Bidder's failure in this regard shall not relieve him of any of this responsibilities and obligations under Contract. The Contractor will insure the Goods for its full replacement value till the coated pipes are handed over to PBGPL / MECON.
- 12.2 Employer will be co-insured in the Policy.
- 12.3 Any damage or loss or short receipt noted by the Employer on receipt of material at Warehouse or at the time of taking delivery at Warehouse, as the case may be, the Employer might immediately inform the Contractor through e-mail/ fax/ letter. The documentary evidence shall be forwarded to Contractor in due course.
- 12.4 The Contractor shall take immediate step to lodge claims with its insurer and arrange to make good or immediate replacement of damaged/ lost/ short receipt material without waiting for insurance claim settlement.
- 12.5 In case the damage is repairable and carried out by the Employer to save time, the Contractor will reimburse the cost of repair, immediately on demand.

13. GOVERNING LAW

Laws of India will govern the Agreement and Guwahati courts will have exclusive jurisdiction on all matters related to Agreement.

14. VOID

15. EMPLOYER'S RIGHT AND REMEDIES

Without prejudice to Purchaser's right and remedies under Agreement, if Seller fails to commence delivery as per agreed schedule and/ or in reasonable opinion of the Purchaser, Seller is not in a position to make-up the delay to meet the intended purpose, the Purchaser may terminate the Agreement in full or part at Seller's default and may get supplies from other sources at Seller's risk and cost.

16. GUARANTEE

In partial modification to GCC-Goods Clause 20.0, Guarantee shall be twenty-four (24) months starting from the date of handing over of last pipe to Owner/Owner's representative.

17. PRICE REDUCTION SCHEDULE (PRS)

Clause 26.0 of GCC shall stand modified to the following extent:

- 17.1 In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @1/2 % of the delayed delivery value (per week of delay or part thereof) maximum upto 5% of the total order value.
- 17.2 The value referred in PRS clause is excluding GST.

18. TERMS AND MODE OF PAYMENT

18.1 The terms and mode of payment shall be as per Section 3A.

19. DELETED

20. REPEAT ORDER

20.1 In partial modification to GCC clause no. 40, Repeat Order shall be applicable upto 20% of

the ordered quantity within contractual delivery period or six months from the date of Fax of acceptance, whichever is earlier.

To meet the project exigencies, repeat order can be resorted for any city against a valid contract.

21. ORIGIN OF GOODS

(In partial modification to GCC)

In case of goods being supplied are from out of India, a certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping documents.

22. FALL CLAUSE

In partial modification to GCC clause no. 38.0, Fall Clause is not applicable for this package.

23. QUALITY ASSURANCE/QUALITY CONTROL

- The Contractor shall prepare a detailed quality assurance plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.
- The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- 23.3 The Purchaser/ Consultant, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/ site as deemed necessary for quality assurance.

24. Void

25. CERTIFICATION

Refer Vol. II.

26. THIRD PARTY INSPECTION AGENCIES

Refer MR, Vol.-II.

- 27. **VOID**
- 28. **VOID**
- 29. DELETED
- 30. VOID

31. **DESTINATION/STORE**

As per MR in Vol.-II.

32. 5th Para of Clause no. 30.4 of GCC, shall be modified as per the following:

"provisions of (Indian)Arbitration & Conciliation Act, 1996" shall be replaced by "provisions of (Indian)Arbitration & Conciliation Act, 1996 as amended time to time"

33. Other clauses

1) Failure and termination Clause

Time and date of delivery shall be the essence of the contract. If the vendor/contractor fails to deliver the entire quantity of materials ordered/ complete the work or a part

thereof within the contractual delivery/ completion period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, purchaser may without prejudice to any other right or remedy available to it recover damages for breach of the contract in any manner stipulated hereunder:-

(a) Recover from the vendor/ contractor an agreed amount towards Price Reduction Schedule and not by way of penalty a sum equivalent to 1/2% (half per cent) of the contract price of the whole unit per week for such delay or part thereof (this is a genuine pre-estimate of damages duly agreed by the parties) which the vendor/ contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period.

It may be noted that such recovery of PRS may be up to 5% of the contract price / of the total quantity of items of materials / equipment which the contractor has failed to deliver within the period fixed for delivery; or

(b) Purchase or authorise the purchase elsewhere on the account and at the risk of the seller, of the materials not so delivered or others of a similar description, by serving prior notice to the seller / supplier without canceling the contract in respect of the installment not yet due for delivery;

or

- Cancel the contract or a portion thereof by serving prior notice to the seller and if so desired, purchase or authorise the purchase of the materials not so delivered or others of a similar description (where such materials exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable) at the risk and cost of the seller. If the seller had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchases even through the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, if shall be solely upto the purchaser to exercise his discretion to collect or not, the security deposit from the firm, on whom the contract is placed, at the risk and expense of the defaulting firm.
- (d) Where action is taken under sub-clause (b) or sub-clause(c) above, the seller shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the materials within six months from the date of such failure and in case repudiation of the contract within six months from the date of cancellation of contract. The seller shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be at the entire discretion of the purchaser. It shall be necessary for the purchaser to give a notice of such purchase on the seller.
- (e) It may further be noted that clause (a) above provides for recovery of PRS on the cost of contact price of delayed supplies whole unit(s) at the rate of 1/2% (half per cent) of the contract price of the whole unit per week for such delay or part thereof upto a ceiling of 5% of the contract price of delayed supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the material submitted by the vendor/ seller in accordance with terms of supply order, or otherwise.
- (f) Notwithstanding any thing stated above equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

34. POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

I/c (Inspection & Expediting)
MECON LIMITED,
13th Floor, North Tower
Scope Minar, Laxmi Nagar, District Centre
Delhi - 110 092, INDIA

Phone No. : 22041872 , 22041201 Fax No. : 011-22041214

With a copy to:

a) Chief Operating Officer, M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India Email: chinmay_sarma@oilindia.in

b) Incharge (C&P), M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India

c) Project Coordinator
CGD Project
MECON Limited
15th Floor, North Tower
Scope Minar, Laxmi Nagar, District Centre
Delhi - 110 092, INDIA

Phone No.: 011-22401197 Fax No.: 011-22041214

Kind Attn: Mr. Saurabh Markam, Manager (CGD) (E-mail: saurabhmarkam@mecon.co.in)

35. General Conditions

- (i) When the materials are dispatched to the consignee intimation must also be given to this effect. Reference to the supply order should invariably be given in all the relevant correspondence.
- (ii) The tender is liable to be rejected in case the tender does not comply with tender stipulations or the goods, works and services offered do not conform to the required specifications indicated there in.
- (iii) Any other terms and conditions offered by the firm and not included in the order/contract, are not acceptable to purchaser.
- (iv) Packaging must be done considering separate destinations, as per Material Requisition (MR).

Appendix to SCC Lot wise Delivery Schedule

Lot wise Delivery shall be as given below:

		DS1 (Kamrup and	d Kamrup Metro	politan)	
Pipe Size	Qty (M)	From 16th Week to Week (Lot-1)	end of 21st	From 22 nd V 27th Week (Veek to end of Lot-2)
		Guwahati (Ds-1)	Baihata (Ds-2)	Guwahati (Ds-1)	Baihata (Ds-2)
12"	11000	5000	Nil	6000	Nil
8"	12000	8000	Nil	Nil	4000
6"	4000	Nil	Nil	Nil	4000
4"	23000	8000	Nil	Nil	15000
Total	50000	21000	Nil	6000	23000

		DS2 (Cachar, Hailakandi, Karim	ganj)
Pipe Size	Qty (M)	From 16th Week to end of 21st Week (Lot-1)	From 22 nd Week to end of 27th Week (Lot-2)
		Silchar (DS-3)	Silchar (DS-3)
12"	13000	8000	5000
6"	8000	6000	2000
4"	16000	8000	8000
Total	37000	22000	15000

PBGPL/MECON has the right to revise the priority of pipe required lot wise on particular dumpsite due to site exigency & same will be intimated to the manufacturer in advance prior to dispatch. However, item-wise & dump-site wise total allocated quantity shall remain unchanged as mentioned above.

SECTION 3A PAYMENT TERMS AND MODE OF PAYMENT

1. TERMS OF PAYMENT AND MODE OF PAYMENT

1.1 Terms of Payment

1.1.1 Supply of Coated Line Pipes

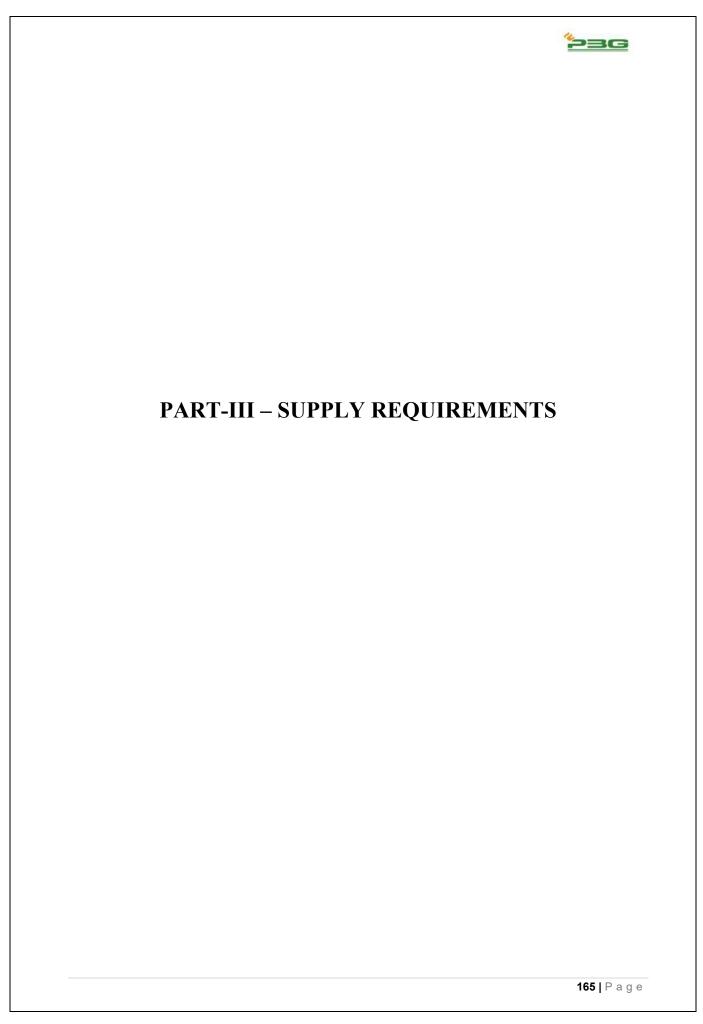
- 1.1.1.1 90% of Invoice value will be paid progressively against receipt of coated pipes at warehouse/ storage yard by Purchaser / Consultant after adjustment against monthly PRS and against submission of invoice in triplicate along with:
 - i) Inspection release note by Purchaser/Consultant.
 - ii) PMC/PBGPL certified documents in support of receipt of coated pipes at warehouse
 - ii) Packing List
 - iii) Proof of customs clearance including payment of customs duty for imports permitted in the contract, if applicable.
 - iv) Documents as specified in Technical Requisition / Material requisition, Vol. II of II of the Bidding Document.
 - v) Confirmation on Adequacy of Insurance Coverage as per clause no. 12 of SCC-Goods duly certified from PMC
- 1.1.1.2 The Supplier shall raise invoices as per GST Act/ rules on fortnightly basis after adjustment against PRS.
- 1.1.1.3 The payments to the Supplier will be released within a period of 15 days from the date of receipt of the complete invoice duly certified by Purchaser/Consultant as per the terms and conditions of the Contract.
- 1.1.1.4 Balance 10% payment shall be released within 30 days after handing over the coated pipe to MECON/ PBGPL and receipt of final technical documents (if any) as specified in PR.
- 2. The Invoice shall be made after adjusting the following
- 2.1 PRS pursuant to GCC Goods clause 26.0 & SCC, if applicable
- 3.0 **Mode of Payment**

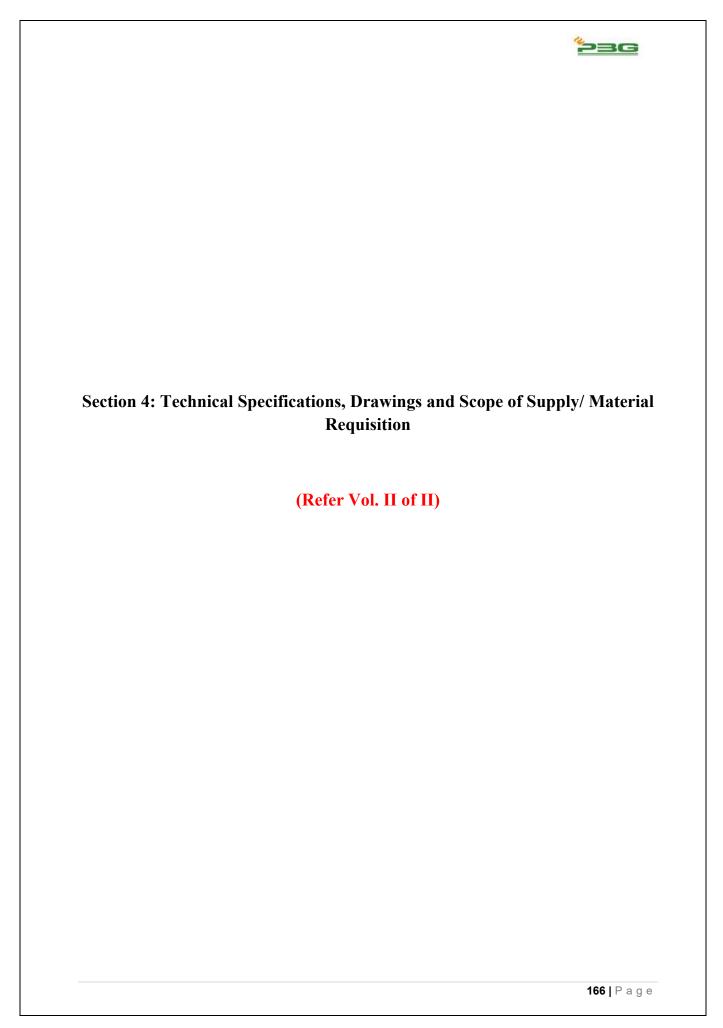
Refer Clause no. 20 of ITB.

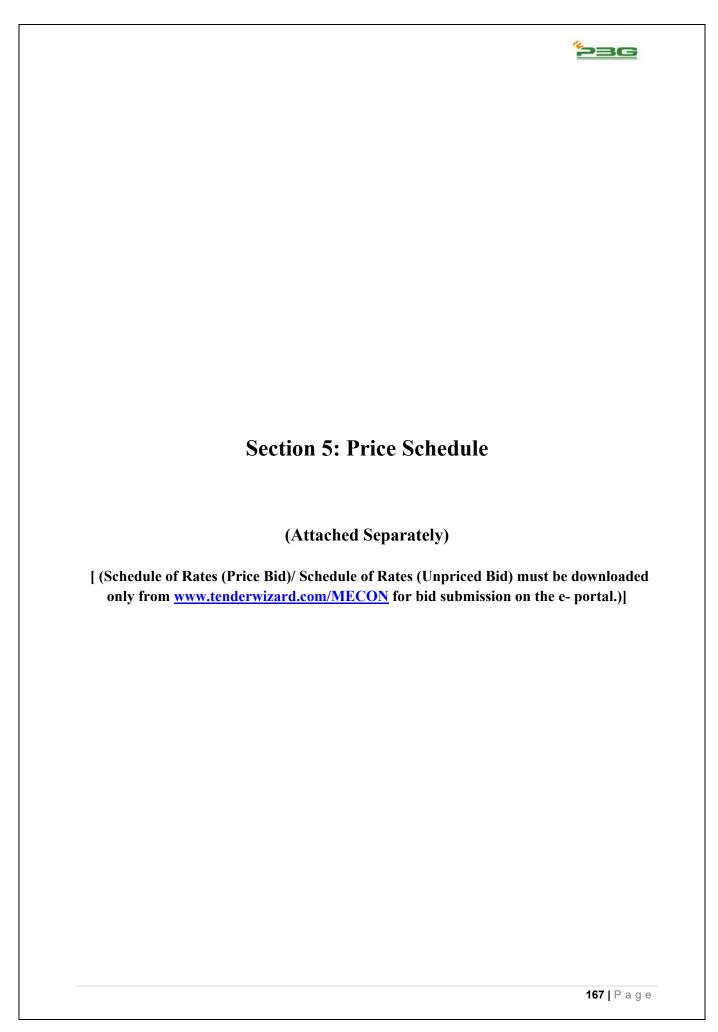
- 4.0 The INVOICE (as per GST Act/ Rules) shall be raised in favour of OIC, PBGPL (work centre) to be informed at the time of placement of order.
- 5.0 **Deduction at Source**
- 5.1 Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.
- 5.2 Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

6. PAYING AUTHORITY:

Chief Financial Officer, M/s Purba Bharati Gas Private Limited C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, India







DOCUMENT NO. PA01 (UNPRICED BID)

Tender No. 05/51/23VM/PBGPL/012-R1

PREAMBLE TO PRICE SCHEDULE FOR PROCUREMENT OF COATED LINE PIPE FOR CGD PROJECT AT TWO GAS

- Scope of Supply including testing, Inspection, documentation etc., shall be strictly as per Material Requisition and Bidding Document.
- 2 Deleted
- 3 Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Part/ sub-item SI. No. in the price column in the unpriced Price Schedule. Bidders to submit Price part of above Price schedule in their Priced Bid and Unpriced part with the Unpriced Bid. Bidders must submit this document No. (PA01) duly signed and stamped/ digitally signed with both unpriced & priced offer.
- 4 Bidder shall furnish prices/details as above, in accordance with ITB/ SCC.
- 5 All the Columns of quoted items in the price schedule including currency (if applicable) must be filled with required information, as applicable.
- Bidder must quote the price in enclosed Price Schedule formats only. The formats shall not be changed and/or retyped. For any deviation to the formats, offer may be rejected.
- 7 Quoted prices are firm and fixed till complete execution of the entire order. Also price variation on account of variation in Foreign Exchange rate is not allowed.
- 8 Location wise Transportation charges upto respective warehouse including unloading, stacking etc. & applicable GST to be quoted in "SOR-Transportation" sheet of Price schedule/ Schedule of Rates.
- 9 Itemwise list & quantity for start-up & commissioning spares, **if applicable**, shall be furnished by the Bidder other than those already mentioned in MR. Start-up & commissioning spares, if applicable, furnished by the Bidder are included in the basic quoted prices.
- Prices for spares for 2 years normal operation, if applicable, shall be furnished on FOT Desp Point. basis & **shall not be included** in the basic quoted prices. Vendor shall also quote freight charges upto site. Price for 2 years spares are valid for 2 months over and above the Bid Validity.
- 11 Details of itemized designated delivery points are given in the Bid Document.
- Bidder confirms that he has noted the contents of the preamble to the price schedule, price schedule, bid document, material requisition and quoted his prices accordingly without any deviation.

BIDDER'S SIGNATURE: COMPANY'S NAME: SEAL:

NOTES:

Bidders must submit this document No. (PA01) duly signed and stamped with both unpriced & priced offer.

Unpriced Bid PRICE SCHEDULE FOR COATED LINE PIPES (SOR-Supply)

NAME OF BIDDER:

PROJECT - PROCUREMENT OF COATED STEEL LINE PIPE FOR CGD PROJECT AT TWO Gas Tender No. :05/51/23VM/PBGPL/012-R1

CURRENCY: INR

HSN No.:

	Item No.			Des	cription of w	vork			Location of Storage Yard	Qty. (Mtrs.)	Manufacturi ng Process (LSAW / HSAW/HFW/ Seamless)	include all costs as well as d raw materials incorporated o Inspection by Third Party Ag	ng packing and forwarding charges (such price to utles and taxes paid or payable on components and to be incorporated in the goods) including cost of ency, mandatory spares etc. (wherever applicable) luding GST on finished goods	Total Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods) including cost of Inspection by Third Parly Agency, mandatory spares etc. (wherever applicable). Col (3x4)	charges upto respective warehouse location including unloading & stacking at storage yard etc. & other costs incidental	IGST) on th	. SGST/UTGST or e finished goods ble on Col. (4)	Unit Ex-Works Prices including GST Col. (4+7)	Total Ex-Works Prices including GST Col. 3X8
											Bidder to Indicate	In Figures	In Words			%	Amount		
I	1	Manus	facture and S	Supply of	2	d nince tra	neportation	and handli	ng ofall coated	3	3.a		4	5	6		7	8	9
				including	unloading	& making	necessary a	rrangement	for unloading and										
			stacking of pipes at designated Storage Yard. Pipes as per API 5L, PSL-2 (46th edition) and Technical Specifications No. MEC/TS/05/PS/21/012A, MEC/TS/05/21/012B & MEC/TS/05/21/012C and 3LPE Coating as Technical Specification No. MEC/S/05/21/014 and Amendment to TS ecified Specified Ends Std./ Material Finish Min. 3LPE					E Coating as per											
			Specified W.T.	Ends	Std./	Material Grade	Finish	Min. 3LPE External Coating Thickness (mm)											
		Inch (mm)	mm		Code														
,	١. :	ITEM A																	
	:	12" (323.9)	6.4	PE	API 5L	X-56	Coated		Refer SOR- Transportation	24,000					To be quoted in "SOR- Transportation" sheet of Price schedule				

BIDDER'S SIGNATURE: COMPANY'S NAME: SEAL:

Ite				Des	cription of w	ork			Location of Storage Yard	Qty. (Mtrs.)	Manufacturi ng Process (LSAW / HSAW/HFW/ Seamless)	include all costs as well as d raw materials incorporated o Inspection by Third Party Ag	ng packing and forwarding charges (such price to utles and taxes paid or payable on components and if to be incorporated in the goods) including cost of ency, mandatory spares etc. (wherever applicable) luding GST on finished goods		charges upto respective warehouse location including unloading & stacking at	IGST) on th	SGST/UTGST or finished goods ole on Col. (4)	Unit Ex-Works Prices including GST Col. (4+7)	Total Ex-Works Prices including GST Col. 3X8
											Bidder to Indicate	In Figures	In Words			%	Amount		
1	1				2					3	3.a		4	5	6		7	8	9
		pipes to st	torage yard,						for unloading and										
	Lin		ipes as per API 5L, PSL-2 (46th edition) and Technical Specifications No. MEC/TS/05/21/012A, MEC/TS/05/21/012B & MEC/TS/05/21/012C and 3LPE Coating Technical Specification No. MEC/S/05/21/014 and Amendment to TS					Coating as per											
	S	pecified : OD '	Specified W.T.	Ends	Std./	Material Grade	Finish	Min. 3LPE External Coating Thickness (mm)											
	In	ch (mm)	mm		Code														
В.	IT	ГЕМ В																	
	8"	' (219.1)	6.4	PE	API 5L	X-52	Coated		Refer SOR- Transportation	12,000					To be quoted in "SOR- Transportation" sheet of Price schedule				

BIDDER'S SIGNATURE: COMPANY'S NAME: SEAL:

	tem No.			Des	cription of w	vork			Location of Storage Yard	Qty. (Mtrs.)	Manufacturi ng Process (LSAW / HSAW/HFW/ Seamless)	include all costs as well as do raw materials incorporated o Inspection by Third Party Ag	uding GST on finished goods	Total Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods) including cost of inspection by Third Party Agency, mandatory spares etc. (wherever applicable). Col (3x4)	charges upto respective warehouse location including unloading & stacking at	IGST) on th	s GST/UTGST or e finished goods ole on Col. (4)	Unit Ex-Works Prices including GST Col. (4+7)	Total Ex-Works Prices including GST Col. 3X8
											Bidder to Indicate	In Figures	In Words			%	Amount		
	1				2					3	3.a		4	5	6		7	8	9
		pipes to st						arrangement	for unloading and										
	Li		stacking of pipes at designated Storage Yard. Sipes as per API SL, PSL-2 (46th edition) and Technical Specifications No. MEC/TS, EC/TS/05/21/012A, MEC/TS/05/21/012B & MEC/TS/05/21/012C and 3LPE Coating. Technical Specification No. MEC/S/05/21/014 and Amendment to TS					Coating as per											
	5	Specified S	Specified W.T.	Ends	Std./	Material Grade	Finish	Min. 3LPE External Coating Thickness (mm)											
	Ir	nch (mm)	mm		Code														
c	. I	тем с		'															
	6	5" (168.3)	6.4	PE	API 5L	X-52	Coated	2.5	Refer SOR- Transportation	12,000					To be quoted in "SOR- Transportation" sheet of Price schedule				

BIDDER'S SIGNATURE: COMPANY'S NAME: SEAL:

	tem No.			Des	cription of w	work			Location of Storage Yard	Qty. (Mtrs.)	Manufacturi ng Process (LSAW / HSAW/HFW/ Seamless)	include all costs as well as d raw materials incorporated of Inspection by Third Party Ag	luding GST on finished goods		charges upto respective warehouse location including unloading & stacking at	IGST) on th	a SGST/UTGST or e finished goods ble on Col. (4)	Unit Ex-Works Prices including GST Col. (4+7)	Total Ex-Works Prices including GST Col. 3X8
											Bidder to Indicate	In Figures	In Words			%	Amount		
	1				2					3	3.a		4	5	6		7	8	9
		pipes to st	torage yard,	ture and Supply of 3LPE coated pipes, transportation and handling of all rage yard, including unloading & making necessary arrangement for unl- stacking of pipes at designated Storage Yard. per API 5L, PSL-2 (46th edition) and Technical Specifications No. MEC/T:					for unloading and										
	Lin		ipes as per API SL, PSL-2 (46th edition) and Technical Specifications No. MEC/TS/0 EC/TS/05/21/012A, MEC/TS/05/21/0128 & MEC/TS/05/21/012C and 3I/PE Coating & Technical Specification No. MEC/S/05/21/014 and Amendment to TS					Coating as per											
	Sı	pecified OD	Specified W.T.	Ends	Std./	Material Grade	Finish	Min. 3LPE External Coating Thickness (mm)											
	In	ch (mm)	mm		Code														
D	. 11	TEM D		'															
	4"	' (114.3)	6.4	PE	API 5L	X-52	Coated	2.5	Refer SOR- Transportation	39,000					To be quoted in "SOR- Transportation" sheet of Price schedule				

BIDDER'S SIGNATURE: COMPANY'S NAME: SEAL:

SCHEDULE OF RATES-Transportation (SOR-Transportation) UNPRICED BID PROCUREMENT OF COATED STEEL LINE PIPE FOR CGD PROJECT AT TWO GAS ,Tender No. 05/51/23VM/PBGPL/012-R1

NAME OF BIDDER:

CURRENCY: INR

S.No	Description	Unit	Qty	Dispatch Location	respective ware unloading & stac	nsportation charges upto ehouse location including king at storage yard etc. & lental to delivery of goods	Total Inland transportation charges upto respective warehouse location including unloading & stacking at storage yard etc. & other costs incidental to delivery of goods		GST le extra on Col. 6)	Amount towards Inland transportation charges upto respective warehouse location including unloading & stacking at storage yard etc. & other costs incidental to delivery of goods including GST
1	2	3	4	5		6	7=6 x 4	8.a	8.b	9=4 x (6+8.b)
A	Item A-Refer detailed Item description in 'SOR-Supply' Sheet.	m	24,000		Figures	Words	Figures	%age	amount	
a	DS-1 Kamrup & Kamrup Metropolitan	m	11,000							
b	DS-2 Cachar,Hailakandi,Karimganj	m	13,000							
	Total Amount towards Inland Transportation etc. including GST for Item-A									

S.No	Description	Unit	Qty	Dispatch Location	respective ware unloading & stac	nsportation charges upto shouse location including king at storage yard etc. & ental to delivery of goods	Total Inland transportation charges upto respective warehouse location including unloading & stacking at storage yard etc. & other costs incidental to delivery of goods		GST e extra on Col. 6)	respective warehouse location including unloading & stacking at storage yard etc. & other costs incidental to delivery of goods including GST
1	2	3	4	5		6	7=6 x 4	8.a	8.b	9=4 x (6+8.b)
В	Item B-Refer detailed Item description in 'SOR-Supply' Sheet.	m	12000		Figures	Words	Figures	%age	amount	
a	DS-1 Kamrup & Kamrup Metropolitan	m	12,000							
b	DS-2 Cachar,Hailakandi,Karimganj	m	0							
	Total Amount towards Inland Transportation etc. including GST for Item-B									

S.No	Description	Unit	Qty	Dispatch Location	respective ware unloading & stack	isportation charges upto house location including king at storage yard etc. & ental to delivery of goods	Total Inland transportation charges upto respective warehouse location including unloading & stacking at storage yard etc. & other costs incidental to delivery of goods		GST e extra on Col. 6)	Amount towards Inland transportation charges upto respective warehouse location including unloading & stacking at storage yard etc. & other costs incidental to delivery of goods including GST
1	2	3	4	5		6	7=6 x 4	8.a	8.b	9=4 x (6+8.b)
					Figures	Words	Figures	%age	amount	
С	Item C-Refer detailed Item description in 'SOR-Supply' Sheet.	m	12000							
a	DS-1 Kamrup & Kamrup Metropolitan	m	4,000							
b	DS-2 Cachar,Hailakandi,Karimganj	m	8,000							
	Total Amount towards Inland Transportation etc. including GST for Item-C									

S.No	Description	Unit	Qty	Dispatch Location	respective ware unloading & stack	nsportation charges upto shouse location including king at storage yard etc. & ental to delivery of goods	Total Inland transportation charges upto respective warehouse location including unloading & stacking at storage yard etc. & other costs incidental to delivery of goods	(applicabl	GST e extra on Col. 6)	Amount towards Inland transportation charges upto respective warehouse location including unloading & stacking at storage yard etc. & other costs incidental to delivery of goods including GST
1	2	3	4	5		6	7=6 x 4	8.a	8.b	9=4 x (6+8.b)
					Figures	Words	Figures	%age	amount	
D	Item D-Refer detailed Item description in 'SOR-Supply' Sheet.	m	39000							
a	DS-1 Kamrup & Kamrup Metropolitan	m	23,000							
b	DS-2 Cachar,Hailakandi,Karimganj	m	16,000							
	Total Amount towards Inland Transportation etc. including GST for Item-D									
Note:										
1	Refer MR in Vol II for notes									





PURBA BHARATI GAS PRIVATE LIMITED

{A Joint Venture of Assam Gas Company Limited (AGCL), GAIL Gas Limited & Oil India Limited (OIL)} Guwahati, Assam (India)

TENDER DOCUMENT FOR PROCUREMENT OF COATED CARBON STEEL LINE PIPES

OPEN DOMESTIC COMPETITIVE BIDDING

Tender No.: 05/51/23VM/PBGPL/012-R1

VOLUME – II OF II



PREPARED AND ISSUED BY MECON LIMITED

(A Govt. of India Undertaking) Delhi, India

CONTENTS LIST – CARBON STEEL COATED LINE PIPES



OIL & GAS SBU, DELHI

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SI. No	Document Title / Description	Document /	Revisio	on	Total
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1.	MATERIAL REQUISITION FOR CARBON STEEL COATED LINE PIPES	MEC/23VM/05/21/M/ 001/S012 -R1	0	JUNE- 2022	12
2.	STANDARD TECHNICAL SPECIFICATION FOR HFW LINEPIPE (ONSHORE)	MEC/TS/05/21/012	Rev1 Ed3	APR 2016	38
3.	STANDARD TECHNICAL SPECIFICATION FOR SEAMLESS LINEPIPE (ONSHORE)	MEC/TS/05/21/012A	Rev0 Ed2	NOV 2018	29
4.	SPECIFICATION FOR 3-LAYER POLYETHELYNE COATING OF LINE PIPES	MEC/TS/05/21/014	Rev1 Ed2	JUNE 2020	43
5.	AMENDMENT TO TECHNICAL SPECIFICATIONS	NIL	-	JUNE 2020	3
6.	QUALITY ASSURANCE PLAN (GUIDELINE)	QAP No.05/21/12/001	-	MAY 2017	6
7.	INSPECTION & TEST PLAN FOR ERW LINE PIPES (ONSHORE)	ITP NO.05/21/12/001	Rev-1	MAY 2017	4
8.	INSPECTION & TEST PLAN FOR SEAMLESS LINE PIPES (ONSHORE)	ITP NO.05/21/12A/001	Rev-1	NOV 2018	4
9.	INSPECTION & TEST PLAN FOR 3- LAYER POLYETHELYNE COATING OF LINE PIPES	ITP NO.05/21/14/004	Rev-1	MAY 2020	6

HAILAKANDI & KARIMGANJ	Client : PURBA BHARTI GAS PRIVATE LIMITED	PROJECTS IN TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR,	Document No. : MEC/23VM/05/21/M/001/12-R1	Rev. No. 0	Date JUNE- 2022
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Bid No. 05/51/23VM/PBGPL/012-R1

MATERIAL REQUISITION	
MATERIAL REQUISITION	





Bid No. 05/51/23VM/PBGPL/012-R1

MATERIAL REQUISITION

(MR No.: MEC/23VM/05/21/M/001/S012-R1)

PROJECT: CITY GAS DISTRIBUTION PROJECTS IN TWO GEOGRAPHICAL AREAS

-'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI

&KARIMGANJ'

CLIENT: PURBA BHARTI GAS PRIVATE LIMITED

TENDER NO.: 05/51/23VM/PBGPL/012-R1

Item: Manufacture and Supply of 3LPE coated pipes, transportation and handling of all coated pipes to storage yard, including unloading & making necessary arrangement for unloading and stacking of pipes at designated Storage Yard.

MR Item No.	Description Line Pipes as per API 5L, PSL-2 (46 th edition) and Technical Specifications No. MEC/TS/05/21/012, MEC/TS/05/21/012A, MEC/TS/05/21/012B & MEC/TS/05/21/012C and 3LPE Coating as per Technical Specification No. MEC/S/05/21/014 and Amendment to TS							Qty. (m)	Manufacturi ng Process (LSAW / HSAW/HFW/ Seamless)	
	Specified OD Inch (mm)	Spec ified W.T. (mm)	Ends	Std./ Code	Material Grade	Finish	Min. 3LPE External Coating Thickness (mm)			Designated "Place of
А	12" (323.9)	6.4	PE	API 5L	X-56	Coated	2.8	24,000	Bidder to indicate	Delivery of Coated Pipe" *
В	8" (219.1)	6.4	PE	API 5L	X-52	Coated	2.5	12,000	Bidder to indicate	
С	6" (168.3	6.4	PE	API 5L	X-52	Coated	2.5	12,000	Bidder to indicate	
D	4" (114.3)	6.4	PE	API5L	X-52	Coated	2.5	39,000	Bidder to indicate	





Bid No. 05/51/23VM/PBGPL/012-R1

Important Note:

- 1. Bidder can quote any number of items out of A, B, C & D. Bidders have to quote full quantity against each quoted item(s), else bidder's offer shall not be considered for evaluation for that item.
- 2. All the items A, B, C & D shall have External 3 Layer Polyethylene (3LPE) Coating.
- 3. Detailed scope of work and technical specifications are contained elsewhere in the tender document.
- 4. Raw Material Inspection will be witnessed by Vendor appointed TPIA. TPIA shall issue MTC as per EN 10204-3.2 certification.
- 5. Inspection of Pipes & Coating shall be done by Owner/Owner's representative and by Vendor appointed TPIA as per approved QAP & ITP attached with the tender document.
- 6. Item nos. A, B, C & D shall be manufactured by SEAMLESS/HFW process. No cost implication shall be considered for change of pipe quantity from one to other process.
- 7. Deviation to specifications expressed in the offer make the bid liable for rejection.
- 8. Green Colour bands of 50 mm width to be placed at both the ends, inside of Bare Pipes at a distance of 150 mm from the pipe ends and outside of 3LPE Coated Pipes at a distance of 450 mm from the pipe ends.
- 9. Proposed location of storage yard for items A, B, C & D shall be as below. The location of storage yards within each Geographical Area (GA) shall be Communicated prior to dispatch clearance.

Storage Vand/	Required Quantity (in meters)						
Storage Yard/ Warehouse	Items	A	В	С	D		
	Teenis	12" (323.9)	8" (219.1)	6" (168.3)	4" (114.3)		
<u>DS-1</u> Kamrup&Kamrup Metropolitan		11,000	12,000	4,000	23,000		
<u>DS-2</u> Cachar, Hailakandi, Karimganj		13,000		8,000	16,000		





Bid No. 05/51/23VM/PBGPL/012-R1

A. SCOPE OF WORK

1.0 Brief scope of works:

Scope of Supply of Coated pipes as per above Mentioned Material Requisition.

- a) evelopment of Dump Sites as detailed in the Material requirement.
- b) Handling, loading and transportation of coated pipes to designated Dump Site/warehouse including arrangement & provision of required number of trailers/trucks for transportation including marine/rail transportation if required.
- c) Unloading, Handling & Stacking of coated line pipes at Dump sites as defined in the Material requisition.

Other requirements in respect of supply shall be as follows:-

- I. Pipes shall be ordered only to Specified grade as in MR/SOR. Intermediate grades shall not be acceptable. Higher grade pipe shall not be considered as a substitute for a pipe ordered without PBGPL/MECON prior approval.
- II. The manufacturer shall be required to establish and maintain quality assurance system in accordance with ISO: 9001 or equivalent. PBGPL /MECON reserve the right to audit manufacturer's quality system.

1.1 Works associated with External coating of Line Pipes

i) Supply of all coating materials as per specification no. MEC/S/05/21/014 for carrying out 3-layer polyethylene external coating .The bidder's proposed coating raw material supplier(s) shall be manufacturer of the materials meant for the three layer side extruded polyethylene coating of pipes. They must have manufactured and supplied the offered grades of materials within the last five years reckoned from the bid due date. These manufacturer(s) shall be evaluated at the bid stage and the bidder shall submit necessary letter of authorization and confirmation (as applicable) from such proposed manufacturer(s). Bidder offer shall be unconditional irrespective of the finally qualified raw material manufacturer(s).

Cleaning and surface preparation of pipes, application of 3 layer side extruded polyethylene coating on bare line pipes as applicable, carrying out inspection and testing, repairing of coating defects, re-testing, any cutting of pipes for the purpose of PQT or regular production testing, carrying out re-beveling and all associated works after cutting etc. and carrying out all coating works as per specification. Application shall also include coating of pipes of non-standard lengths obtained.

ii) The minimum thickness of finished 3LPE coating shall be as per Material requisition





Bid No. 05/51/23VM/PBGPL/012-R1

3LPE coating shall be used for buried pipeline sections. The 3LPE coating system consists of three layers as below:

Layer Coating

Primer FBE

Mid-coat Grafted co-polymer Adhesive

Top-coat High Density/Medium density polyethylene

1.2 Works associated with Ware House/Storage yards

The exact quantity to be stacked at each dump site shall be intimated to the contractor after award of work. Contractor shall be responsible for performing all works as per scope of work at the finally selected dump site locations and quantity of pipes to be stacked at no extra time / cost to the company. In case of split of order between multiple bidders, each successful bidder shall responsible for performing all works as per scope of work.

The area of Ware House and number of layers for pipes shall be chosen so as to ensure safe handling of pipes and free movement of trailers.

Bidder(s) shall develop the designated Ware House area required for stacking/storing of Specified quantity of coated / bare pipes. Bidder shall carry out in this regard all civil works within the Ware House required for storage of coated pipes in all types of soils such as site grading, clearing, cutting, leveling, filling-up, providing temporary Internal roads duly compacted for movement of cranes/trailers within the Ware House as per the relevant drawings and other requirements indicated in the Contract Document.

The Coated pipes within the Ware House may be stacked by placing them on ridges of sand free from stones and covered with a plastic film or on wooden supports provided with suitable cover. Supply of sand and other materials shall be in Bidder's scope. This cover may consist of dry, germ free straw with a plastic film, otherwise foam rubber shall be used. The support shall be spaced in such a manner as to avoid permanent bending of the pipes. Coated pipes, stacks shall consist of limited number of layers so that the pressure exercised by the pipe's own weight does not cause deformation of the line pipe/ damages to coating. Each section shall be separated by means of spacers suitably spaced for this purpose. Calculation for stacking arrangement for bare/coated pipes and number of layers of pipes at storage yards shall be submitted by the contractor and approved by MECON/PBGPL.





Bid No. 05/51/23VM/PBGPL/012-R1

1.3 Other Requirements

- i) The coating plant, equipment, machinery and other facilities shall be in good operating condition to meet the job requirement of quality and production. Worn out or improvised plant are not acceptable. The coating plant(s) for the work shall be of size and capacity that shall be suitable for the scale of work, production rate, time schedule specified elsewhere in the tender document.
- ii) All handling, loading, unloading, stacking/storing shall be done in such a manner as to minimise mechanical damages & corrosion and as per the procedure approved by the Company.
 - a. All handling shall be done with slings or padded hooks.
 - b. Trailers shall be cleaned of debris or any other substance that might damage the pipe.
 - c. Suitable timber and other dunnage shall be used to protect the pipes against the damage during transit.
 - d. Loading shall be done in accordance with API RP 5L1 and procedure approved by the Company.





Bid No. 05/51/23VM/PBGPL/012-R1

B. REMARKS / COMMENTS

1. **GENERAL NOTED**

VENDOR'S COMPLIANCE

Compliance with this material requisition in any instance shall not relieve the Vendor of his responsibility to meet the specified performance.

2. <u>COMPLIANCE WITH SPECIFICATION</u>

The vendor shall be completely responsible for the receiving/ taking over, design, materials, fabrication, testing, inspection, preparation for shipment, transport, storage at specified Dump Yard/ Warehouse and delivery to designated pipeline laying contractor of the above items strictly in accordance with the Material Requisition and all attachments thereto.

3. <u>INSPECTION</u>

Vendor shall appoint anyone of the following TPIA for inspection purpose. Vendor has to propose minimum 4 nos. of below listed agencies to be approved by PBGPL/MECON.

- 1) Det Norske Veritas (DNV)
- 2) Germanischer Lloyd
- 3) Bureau Veritas
- 4) Moody International
- 5) SGS
- 6) Certification Engineer International Ltd(CEIL)
- 7) Technische Ulierwachungs Verein (TUV)
- 8) Velosi
- 9) American Bureau Services(ABS)
- 10) AB-Vincotee
- 11) Lloyd Register of Industrial Services
- 12) VCS Quality Services Private Limited
- 13) Meenar Global

Apart from inspection by TPIA, inspection shall also be performed by PBGPL and or its authorized representative / MECON and or its authorized inspection agency (AIA), as set out and specified in the codes and particular documents forming this MR.





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4. <u>CERTIFICATION</u>

The vendor shall be completely responsible for the design, materials, fabrication, coating, testing, inspection, preparation for shipment, loading of the above item strictly in accordance with the Material Requisition and all attachments thereto. All items shall be provided with EN 10204, 3.2 Certification.

The steel plate/coil/Billets required for pipe manufacturing shall also be certified as per EN 10204, 3.2 Certification.

5. Procurement of Steel Plates/ Coils/Billets

5.1 List of acceptable Steel Plate/Coil/Billet Manufacturer

The following steel manufacturers are acceptable for the supply of Steel Plates/Coil/Billets to be used in the manufacture of quoted line pipes. The Pipe manufacturer shall furnish specific confirmation for compliance to specifications from any of two (2) proposed steel plate/coil/Billets manufacturer(s).

For Coil (Upto X-70)

- 1. Thyssen Krupp, Germany
- 2. AHMSA (Altos Hornos De Mexico), Mexico
- 3. Baoshan Iron & Steel Co. Ltd, Shangai, China
- 4. Wuhan Iron & Steel, China
- 5. US Steel Kosice, Slovak Republic
- 6. Essar Steel, India
- 7. Erdemir, Turkey
- 8. Posco, South Korea
- 9. TISCO (Group) Co.Ltd, China
- 10. Maanshan Iron & Steel Co. Ltd., China
- 11. Jinan Iron & Steel Co.Ltd., China
- 12. Benxi Iron & Steel, China
- 13. Jiangsu Shagang (Group), China
- 14. Shou-gang Qian Iron & Steel Co. Ltd., China
- 15. Hyundai Steel, South Korea
- 16. Hadeed Saudi Iron & Steel Co., Saudi Arabia
- 17. Hunan Valin Lianyuan Steel Co.Ltd. China (Arecelor Mittal Group)
- 18. Arcelor Mittal, France/Germany





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- 19. Anyang Iron & Steel Group Co.Ltd. China
- 20. Angang Steel Co.Ltd., China
- 21. HBIS Hebei Iron & Steel Group Co.Ltd, China
- 22. Megasteel, Malaysia (upto X-70, WT-10.3mm)
- 23. JSW steel limited, Dolvi, India (earlier Ispat (up to X-70, WT-11.7mm)
- 24. SAIL, Bokaro, India (upto X-70, WT-11.1mm)
- 25. JSW Steel Limited, Vijayanagar, Bellary, India
- 26. Tata Steel Limited, Jamshedpur (up to API 5L X-60 & WT up to 9.35 mm)
- 27. Tata Steel Limited, Kalinganagar (up to API 5L X-60 & WT up to 13.0 mm)
- 28. Tata Steel BSL Limited, Meramandali (up to API 5L X-70 & WT up to 12.7 mm)
- 29. Inner Mongolia Baotou Steel Union Co. Ltd. China (WT up to 12.8 mm)
- 30. Baosteel Zhanjiang Iron & Steel Co. Ltd., China (WT up to 12.8 mm)
- 31. Jindal Steel Power Ltd, Raigarh (up to WT 16 mm)

FOR Billets

- 1. Jindal Steel Limited, Vijay Nagar
- 2. Jindal Steel & power Limited, Raigarg, Chhatisgarh
- 3. JSW Steel Limited, Salem
- 4. Kalyani Steel Limited, Hospet

6. VENDOR'S DOCUMENTS

The drawings/documents shall be reviewed, checked, approved and duly signed/stamped by successful manufacturer/supplier before submission. Revision number shall be changed during submission of the revised documents and all revisions shall be highlighted by clouds. Whenever the successful Bidder/supplier require any sub-supplier drawings to be reviewed by MECON, the same shall be submitted by the supplier after duly reviewed, approved and stamped by the successful Bidder/supplier. Direct submission of the sub-supplier's drawings without Manufacturer/supplier's approval shall not be entertained.

Review/Approval of the successful Manufacturer/supplier drawings/documents by MECON would be only to review the compatibility with basic designs and concepts and in no way absolve the successful Manufacturer/supplier of his responsibility/contractual obligation to comply with PR requirements, applicable codes, specifications and statutory rules/regulations. Any error/deficiency noticed during any stage of manufacturing/execution/installation shall be promptly corrected by the successful





Bid No. 05/51/23VM/PBGPL/012-R1

Manufacturer/supplier without any extra cost or time, whether or not comments on the same were received from MECON during the drawing review stage.

The successful Manufacturer/supplier shall submit a prerecorded Training CDs/DVDs and it shall comprise the basic theories and fundamentals, related standards, design parameters, manufacturing & inspection methods, and other relevant details. The CDs/DVDs shall have to be self-contained, user-friendly using animation/videos and other multimedia techniques.

Vendor shall supply the documentation as listed under point C of this Material Requisition.

All documents shall be supplied in English language.

Vendor shall strictly follow the document numbering procedure in their document as illustrated below:

Project	Item	Document Index No.	Serial No.	Revision No.
No.				

Where,

Project No. is 23VM

Item is LPBR/COAT depending on bare or coated

Document Index No. will be of three characters as indicated under point D of this MR;

Serial No. shall be 4 digit no. ranging from 0001 to 9999

Revision No. is Revision of the document starting with Ro, R1;

Example: For QA/QC program, the document no. will be

0000	LPBR/LPCOAT	QAP	0001	R0
		1		





Bid No. 05/51/23VM/PBGPL/012-R1

C. <u>DOCUMENTS & DATA REQUIREMENTS</u>

The table hereunder specifies the quantities and the nature of the documents to be submitted by the CONTRACTOR to PBGPL/MECON. The documents required at the inquiry stage and to be included in the bid are listed under column A.

The documents required after award of the AGREEMENT and subject to the written approval of the PBGPL/MECON are listed under column B.

The final and certified documents are listed under column C.

Any document, even when preliminary, shall be binding and therefore duly identified and signed by the CONTRACTOR. It shall bear the Project reference, the material Requisition number and the identification number.

THE DOCUMENTS ARE FULLY PART OF THE SUPPLY WHICH SHALL BE COMPLETE ONLY IF AND WHEN THE DOCUMENTS COMPLYING FULLY WITH THE MATERIAL REQUISITION REQUIREMENTS ARE RECEIVED BY THE ENGINEER.

		D (A		В	С		
Item	Documents and Data	Document Index No.	No. of copies	No. of copies	Required date	No. of copies	Required date	
1	Drawing/data submittal list/schedule	DLS	1	3	2 weeks +weekly	3	2 weeks after approval	
2	Fabrication//Rolling, test and delivery schedule (per item)	FTD	1	3	2 weeks +weekly	3	1 within weeks	
3	Progress report	PRT		3	Daily +weekly		Daily +weekly	
4	Catalogues / References	CRS	1					
5	Code compliance certificate	CCC		3	2 weeks	3	1 week after approval	
6	The welding method and welding procedure specification and records WPS/PQR for EW or Manufacturing Process for Seamless	WPS/MPS	1	3	Within 2 weeks		1 week after approval + with final techn. file	
7	QA/QC program	QAP	1	3	2 weeks	3		
8	Inspection and test procedure	ITP	1	3	2 weeks	3		
9	NDE reports	NDR		3	When available	3	1 week after approval +	



TENDER FOR COATED LINE PIPES FOR CNG & CITY GAS DISTRIBUTION PROJECT FOR TWO GEOGRAPHICAL AREAS - 'KAMRUP & KAMRUP METROPOLITAN' AND 'CACHAR, HAILAKANDI & KARIMGANJ'



Bid No. 05/51/23VM/PBGPL/012-R1

		Do our os: 4	A		В		С
Item	Documents and Data	Document Index No.	No. of copies	No. of copies	Required date	No. of copies	Required date
							with final techn. file
10	Hydro-test report	HTR		3	When available	3	2 weeks after approval + with final techn. file
11	List of subcontractors with their scope	LSS		3	2 weeks		With final techn. file
12	Copy of purchase orders to subcontractors	CPS		3	2 weeks		With final techn. file
13	Copy of purchase order	СРО					With final techn. file
14	Packing/shipping list w/weights and dimensions	PSD		3	2 weeks	3	2 weeks before shipping
15	Final technical file	FTF				3	With shipping

NOTES

1) Durations in column B (Required date) are weeks after LOA or as indicated in Table Durations in column C (Required date) are weeks after document approval or as indicated in Table.

Due date of each document may be proposed.

2) Latest submittal time for:

 ❖ Test procedure
 : 2 weeks before test

 ❖ Test report
 : 2 week after test

3) Final technical file shall be supplied in hard copy as indicated, and in electronic format (.pdf Acrobat files) on six (6) CD-ROMs and portable Hard Disc Drive (HDD).

STANDARD SPECIFICATION FOR HIGH FREQUENCY WELDED (HFW) LINE PIPE (ONSHORE)

SPECIFICATION NO.: MEC/TS/05/21/012



(OIL & GAS SBU) MECON LIMITED DELHI 110 092

PREPARED BY:	CHECKED BY:	APPROVED BY:	ISSUE DATE:
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be and			
SACHIN KUMAR	SACHIN SINGHAL	K. P. ŠINGH	13.04.2016
(D.E.)	(S.D.E.)	(A.G.M)	

MECON LIMITED	STANDARD TECHNICAL SPECI		
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	STANDARD SPECIFICATION	DOCUMENT NO.	Page 1 of 37
TITLE	FOR HIGH FREQUENCY WELDED (HFW) LINE PIPE (ONSHORE)	MEC/TS/05/21/012	EDITION: 3
	the FIFE (ONSITORE)		REVISION: 1

AMENDMENT STATUS

SI. No.	Clause/ Paragraph/ Annex./ Exhibit/ Drg.	Page No.	Ed. No.	Rev. No.	Date	Prepare	ed by	Checke	d by	Approved	yd k	Remarks
	Amended					Name & Desig.	Sig.	Name & Desig.	Sig.	Name	Sig.	
1.	Overall Revision	Ali	3	1	13.04.16	Sachin Kumar (D.E.)	Cab?	Sachin Singhal (S.D.E.)	<u>e</u>	K. P. Singh (A.G.M.)	6	In line with API Spec. 5L, 45 th Ed., 2012
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	STANDARD SPECIFICATION	DOCUMENT NO.	Page 2 of 37
TITLE	FOR HIGH FREQUENCY WELDED (HFW) LINE PIPE (ONSHORE)	MEC/TS/05/21/012	EDITION: 3
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Abbreviations:

API American Petroleum Institute American Society for Testing and **ASTM** CE Carbon Equivalent CVN Charpy V-Notch Flat Bottomed Holes **FBH** HAZ Heat Affected Zone **HFW High Frequency Welded** Inside Diameter ID Charpy value in pipe longitudinal K_v T K_vL Charpy value in pipe transversal direction **MPQT** Manufacturing Procedure Qualification MPS Manufacturing Procedure Magnetic Particle Testing **MPT NDT** Non Destructive Testing Outside Diameter, Specified ODID Wall Thickness, Specified ŪΤ Ultrasonic testing





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	MECON LIMITED	STANDARD TECHNICAL SPECI		
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		STANDARD SPECIFICATION	DOCUMENT NO.	Page 3 of 37
١	TITLE	FOR HIGH FREQUENCY WELDED (HFW) LINE PIPE (ONSHORE)	MEC/TS/05/21/012	EDITION: 3
		Lite I A E (OISHORE)		REVISION: 1

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_	STANDARD SPECIFICATION	DOCUMENT NO.	Page 4 of 37
TITLE	FOR HIGH FREQUENCY WELDED (HFW) LINE PIPE (ONSHORE)	MEC/TS/05/21/012	EDITION: 3
	LINE FIFE (ONSHORE)		REVISION: 1

1 SCOPE

This specification establishes the minimum requirements for the manufacture of high frequency welded steel line pipe in accordance with the requirements of API (American Petroleum Institute) Specification 5L, Forty-Fifth Edition, 2012 and makes restrictive amendments to API Specification 5L. Unless modified and/or deleted by this specification, the requirements of API Specification 5L shall remain applicable.

The sections, paragraphs and annexes contained herein have the same numbering as that of API Spec 5L in order to facilitate reference. Additional requirements, which are not specified in API Spec 5L, have also been numbered and marked as "(New)".

The coverage by this specification is limited to line pipe to be used in onshore pipelines transporting non-sour hydrocarbons in liquid or gaseous phase. The product specification level for line pipe to be supplied as per this specification shall be "PSL 2".

The Manufacturer shall have a valid license to use API Monogram in accordance with the requirements of Specification 5L, Forty-Fifth Edition, 2012 for line pipe as Product Specification Level PSL 2.

1.1 Pipe Size

(New)

This Specification shall be applied to line pipe of size $4\frac{1}{2}$ " OD thru 24" OD (both sizes included).

1.2 Grades (New)

This specification is applicable to line pipes of grade BM through X-80M.

3 NORMATIVE REFERENCES

The latest edition (edition enforce at the time of issue of enquiry) of following additional references are included in this specification:

<u>ASTM</u>

ASTM E112-12: Standard Test Methods for Determining Average Grain size

ASTM A370 : Standard Test Methods and Definitions for Mechanical Testing of

Steel Products

<u>BS</u>

BS 5996 : Specification for the Acceptance Level for Internal perfection in

Steel Plate, Strip and Wide Flats Based on Ultrasonic testing.

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MECON	STANDARD TECHNICAL SPECI		
REGD. OFF: RANCHI 834002	OIL & GAS SBU, DELI	11	Total Service
	STANDARD SPECIFICATION	DOCUMENT NO.	Page 5 of 37
TITLE	FOR HIGH FREQUENCY WELDED (HFW) LINE PIPE (ONSHORE)	MEC/TS/05/21/012	EDITION: 3
	LINE PIPE (UNSHURE)		REVISION: 1

6 PIPE GRADE, STEEL GRADE AND DELIVERY CONDITION

6.1 Pipe grade and steel grade

6.1.2 Line pipe supplied to this specification shall conform to Product Specification Level 2 (PSL 2) as given in Table 1 of this specification and consists of an alpha or alphanumeric designation that identifies the strength level of the pipe. The steel name (designating a steel grade), linked to the chemical composition of the steel, additionally includes a suffix that consists of a single letter (M) that identifies the delivery condition as per Table 3 of this specification.

Table 1 of API Spec 5L stands replaced by Table 1 of this specification.

Table 1 - Pipe grades, steel grades and acceptable delivery conditions

PSL	Delivery Condition	Pipe grade/ steel grade ^{a b}
PSL 2	Thermo mechanical rolled	BM, X42M, X46M, X52M, X56M, X60M, X65M, X70M & X80M
a Dele b The	suffix (M) for PSL 2 grades belongs to s	iteel grade

6.2 Delivery condition

6.2.2 The delivery condition for starting material shall be in accordance with Table 1 of this specification.

8 MANUFACTURING

8.1 Process of Manufacture

Pipe furnished to this specification shall be manufactured in accordance with the applicable requirements and limitations given in Table 2 of API Spec 5L and Table 3 of this specification.

Table 3 of API Spec 5L stands replaced by Table 3 of this specification.

Table 3 - Acceptable manufacturing routes for PSL 2 pipe

Type of pipe	Starting Material	Pipe forming	Pipe heat treatment	Delivery condition
HFW	Thermo mechanical-rolled coil	Cold forming	Heat treating ^a of weld area only	M
a Se	e clause 8.8 of this specification f	or applicable heat	treatment	

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MECON LIMITED	STANDARD TECHNICAL SPEC		
REGD. OFF: RANCHI 834002	OIL & GAS SBU, DELI	OIL & GAS SBU, DELHI	
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TITLE	FOR HIGH FREQUENCY WELDED (HFW) LINE PIPE (ONSHORE)	MEC/TS/05/21/012	EDITION: 3
	Line Fire (OISHORE)		REVISION: 1

High frequency electric welding shall be performed with a minimum welding current frequency of 200 kHz. The welding system shall have an integrated control in which following data as a minimum shall be monitored:

- Welding Temperature
- Welding speed
- Current and Voltage

Abutting edges of the coil shall be milled or machined immediately before welding. The width of the coil shall be continuously monitored.

8.3 Starting Material

- 8.3.2 Line pipe furnished to this specification shall be made from steel produced in basic oxygen or electric arc furnace. Steel shall be made by continuous casting only.
- 8.3.3 The steel used for manufacture of pipe shall be fully killed and fine grained with ASTM grain size number 7 or finer as per ASTM E 112 for grades BM through X70M and grain size number 10 or finer for grade X80M.

8.8 Treatment of weld seams in EW pipes

8.8.2 **PSL 2 HFW pipe**

The weld seam and the entire Heat Affected Zone (HAZ) shall be heat treated so as to stimulate a normalizing heat treatment in order to control the grain structure so that no untempered martensite remains in the weld seam and the HAZ, and the mechanical properties of heat treated zone approximate that of the parent metal.

Heat treatment temperature of the weld seam and the entire HAZ shall be continuously

Heat treatment temperature of the weld seam and the entire HAZ shall be continuously measured and recorded.

8.9 Cold sizing and cold expansion

- 8.9.1 Pipes furnished to this specification shall be non-expanded.
- 8.11 Jointers
- 8.11.1 Jointers on pipes are not permitted.

9 ACCEPTANCE CRITERIA

9.2 Chemical composition

9.2.2 For pipes supplied as per this specification, the chemical composition of each heat of steel on product analysis shall be as given in Table 5 of this specification.

Table 5 of API Spec 5L stands replaced by Table 5 of this specification.

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Table 5 - Chemical composition for pipe

Element	Mass 1	raction, based upon heat and prod	luct analyses (%)
		For Grades BM to X70M	For Grade X80M
- h	0.16	max. (For Grade BM to X56M)	
C _p	0.12	max.(For Grade X60M to X70M)	0.12 max.
	0.15 ^{m (New)}	min.	
Si	0.45	max.	0.45 max.
	1.20	Max. (For Grade BM)	
	1.30	max. (For Grade 42M & X46M)	1.85 max.
Mn ^b	1.40	max. (For Grade X52M & X56M)	. 1.00 max.
	1.60	max. (For Grade X60M to X70M)	
Р	0.020	max.	0.020 max.
S	0.010	max.	0.006 max.
	0.05	max. (For Grade BM to X56M)	
V_q	0.08	max. (For Grade X60M to X70M)	Note 'd'
	0.05	max. (For Grade BM to X46M)	
Nb⁴	0.10	max. (For Grade X52M to X70M)	Note 'd'
Ti ^ð	0.04	max.	Note 'd'
o (New)	0.02 ^{0(New)}	min.	
AI n (New)	0.07	max.	Note 'n (New)'
Cr	0.20	max.	0.40 max.
Мо	0.28	max.	0.30 max.
Cu ^{p (New)}	0.35	max.	0.50 max.
Ni ^{p (New)}	0.20	max.	0.50 max.
N n (New)	0.012	max.	0.008 max.
В	0.0005	max.	0.0005 max.
Ca	0.006	max.	

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Notes to Table 5:

Based upon product analysis as per clause 9.2.4 and 9.2.5 of API Spec 5L, the CE_{Pon} limits apply if C \leq 0.12% and CE_{IIW} limits apply if C > 0.12%. For pipes of all grades, sizes and wall thicknesses, Carbon Equivalent shall comply with the following limits: CE_{Pcm} ≤ 0.23 CE_{IM} ≤ 0.43 Boron content shall be considered in CE_{Pon} formula even if it is less than 0.0005%. Deleted ь Deleted Nb + V + Ti < 0.15 % d Deleted e f Deleted Deleted g Deleted. h Deleted Deleted Deleted Deleted (New) m Minimum for Si is not applicable for Al killed steel. (New) n Al/N shall be minimum 2 (not applicable to titanium-killed steel or titanium-treated steel). Applicable for Al killed steel only. (New) o (New) p Cu+Ni shall not exceed 0.4% (applicable for Grade BM to X-70M). Cu+Ni shall not exceed 0.75% (applicable for Grade X-80M).

9.2.3 For heat analysis and product analysis, all the elements listed in Table 5 of this specification shall be analyzed and reported, even if those are not purposely added but are present as residuals only.

If alloying elements other than those specified in Table 5 of this specification are added to the steel, the limits of the additional components shall be agreed with the Purchaser.

9.3 Tensile properties

9.3.2 The finished pipe (after all heat treatment & sizing operations) shall conform to the requirements of Table 7 of API Spec 5L and as modified herein.

The actual yield strength shall be as close as possible to the specified minimum yield strength (SMYS) but in no case it shall exceed the limits specified here under:



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API Spec 5L Grade

Permissible inexcess of SMYS. MPa (psi)

Up to and including X46M	131 (19,000)
X52M to X60M	125 (18,000)
X65M to X70M	120 (17,400)
X80M	120 (17,400)

The ratio of body yield strength and body tensile strength of each test pipe on which yield strength and ultimate tensile strength are determined, shall not exceed 0.90.

The tensile strength of the weld (after heat treatment of the weld seam) shall be equal to or higher than the specified minimum tensile strength of the base metal.

The minimum elongation of base metal shall be determined in accordance with the formula given in foot note (f) of Table 7 of API Spec 5L, however, minimum elongation in no case shall be less than 20%.

9.6 Flattening test

Acceptance criteria for flattening tests shall be as follows:

- a) For HFW pipe of grade ≥ X60M and t ≥ 12.7 mm, there shall be no opening of the weld before the distance between the plates is less than 66% of the original outside diameter. For all other combinations of pipe grade and specified wall thickness, there shall be no cracks or breaks in either weld or parent metal before the distance between the plates is less than 50% of the original outside diameter. Dye penetrant testing shall be used to positively confirm the presence of crack, break or opening.
- b) For HFW pipe with a DIt > 10, there shall be no cracks or breaks other than in the weld before the distance between the plates is less than 33% of the original outside diameter.
- c) For all pipes, there shall be no evidence of lamination or burnt metal during the entire test before opposite walls of the pipe meet.

Note: The weld extends to a distance of 13 mm on each side of the weld line. The original outside diameter is the specified outside diameter.

9.8 CVN impact test for PSL 2pipe

9.8.1 General

9.8.1.2 From the set of three Charpy V-notch impact test pieces, only one is allowed to be below the specified average absorbed energy value and shall meet the minimum single absorbed energy value requirement as specified in Table 8 of this specification.

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9.8.2 Pipe body tests

9.8.2.1 The average (set of three test pieces) absorbed energy value (K_vT) for each pipe body test shall be as specified in Table 8 of this specification, based upon full sized test pieces at a test temperature of 0°C (32°F) or at a lower test temperature as specified in the Purchase Order.

Table 8 of API Spec 5L stands replaced by Table 8 of this specification.

Table 8 - CVN absorbed energy requirements for pipe body, weld and HAZ of PSL 2 pipe

Pipe Grade	Full-size CVN absort	ped energy (K _v T) ^{a, b}
	Average	Minimum
ВМ	40	32
X42M	40	32
X46M & X52M	40	32
X56M & X60M	40	32
X65M	41	33
X70M	55	44
X80M	80	64

- a) The required KyŁ (longitudinal direction test pieces) values shall be 50% higher than the required KvT values.
- b) Testing shall be performed at a test temperature of 0°C (32°F) or at a lower temperature as specified in the Purchase Order.
- 9.8.2.2 The minimum average (set of three test pieces) shear fracture area shall be at least 85 % with one minimum value of 75%, based at a test temperature of 0 °C (32 °F) or at a lower test temperature as specified in the Purchase Order.

9.8.3 Pipe weld and HAZ tests

9.8.4

The average (set of three test pieces) absorbed energy value (K_vT) for each pipe weld and HAZ test shall be as specified in Table 8 of this specification, based upon full-size test pieces at a test temperature of 0°C (32°F) or at a lower test temperature as specified in the Purchase Order.

9.10 Surface conditions, imperfections and defects

9.10.1 General

9.10.1.2 All pipes shall be free from cracks, sweats, leaks and slivers. Pipe containing such defects shall be treated in accordance with clause C.3 of this specification.

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9.10.3 Arc burns

9.10.3.2 Arc burns shall be treatedinaccordance with clause C.3 of this specification. As a reference method for confirming the existence of an arc burn, the area shall be buffed with wire brush or sanding disc and etched with 10% solution of ammonium persulfate or a 5% solution of nital.

However, arc burns can be considered for acceptance, in case the same is recrystallized by seam heat treatment. In such case, the Manufacturer shall demonstrate the recrystallization to Purchaser by taking a sample as per clause 10.2.3.8 (New) of this specification.

9.10.4 Laminations

Any lamination or inclusion either extending into the face or bevel of the pipe or present within 50 mm from pipe ends shall be classified as defect. Pipes that contain such defects shall be rejected or cut back until no lamination or inclusion is present at the pipe ends and shall be treated in accordance with clause C.3 of this specification.

9.10.5 Geometric deviations

- 9.10.5.2 For dents, the length in any direction shall be \leq 0.5 D and the depth, measured as the gap between the extreme point of the dent and the prolongation of the normal contour of the pipe, shall not exceed the following:
 - a) 3.2 mm for cold-formed dents with sharp-bottom gouges and not encroaching upon the specified minimum wall thickness.
 - b) 6.4 mm for other dents.
 - c) 1 mm at the pipe ends, i.e. within a length of 100 mm at each of the pipe ends.
 - d) Any dent on weld and heat affected zone (HAZ).

Dents that exceed the above specified limits shall be considered as defect and shall be treated in accordance with C.3 of this specification. Acceptable cold-formed dents with sharp-bottom gouges shall be treated in accordance with clause C.2 of API Spec 5L & as modified in this specification.

9.10.6 Hard Spots

Any hard spot, detected by visual inspection, larger than 50 mm (2.0 in) in any direction, hardness test shall be performed using portable hardness test equipment. Hardness values at these spots greater than 248HV_{10} for grades BM through X70M and greater than 285HV_{10} for X80M shall be classified as defect and treated in accordance with clause C.3 b) or C.3 c) of this specification.

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9.10.7 Other surface imperfection

Other surface imperfections found by visual inspection or non destructive inspection shall be investigated, classified and treated as follows:

- a) Imperfections that have a depth $\leq 0.05 t$ and do not encroach on the minimum permissible wall thickness shall be classified as acceptable imperfections and shall be treated in accordance with Clause C. 1 of this specification.
- b) Imperfections that have a depth > 0.05 t and do not encroach on the minimum permissible wall thickness shall be classified as defects, and shall be dressedout by grinding in accordance with Clause C.2 of API Spec 5L and as modified in this specification or shall be treated in accordance with Clause C.3 of this specification.
- c) Imperfections that encroach on the minimum permissible wall thickness shall be classified as defects and treated in accordance with Clause C.3 of this specification.

9.11 Dimensions, mass and tolerances

9.11.3 Tolerances for diameter, wall thickness, length and straightness

9.11.3.1 The diameter and out-of-roundness shall be within the tolerances given in Table 10 of this specification.

Table 10 of API Spec 5L stands replaced by Table 10 of this specification.

Table 10 - Tolerances for diameter and out-of-roundness

Specified outside	Diameter t	olerance	Out – of – roundness tolerance		
dlameter (D) mm (ln)	Pipe except the end *	Pipe end ^{a,c}	Pipe except the end *	Pipe end ^{a,c}	
D≤ 168.3 (65/ ₈)	± 0.0075 D	- 0.4 mm to + 1.6 mm	0.020 D	0.015 <i>D</i> upto a maximum of 2.0 mm	
168.3 (65/ ₈) <d≤ 273.1 (10³/₄)</d≤ 	± 0.0075 D	± 0.005 D	0.020 D	2.0 mm	
D> 273.1 (10 ³ / ₄₎)	± 0.0075 <i>D</i> upto a maximum of ± 3.0 mm	± 1.6 mm	0.020 D	3.0 mm	







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- a) The pipe end includes a length of 100 mm at each of the pipe extremities,
- b) Deleted
- c) The diameter tolerance and out-of-roundness tolerance shall apply on inside diameter. The inside diameter, based on circumferential measurement, shall be calculated as ID = (D-2t).
- d) For determining compliance to the diameter tolerances, the pipe diameter is defined as the circumference of the pipe in any circumferential plane divided by Pi (π).
- e) Out-of-roundness tolerances apply to maximum and minimum diameters as measured with bar (new) gage, caliper, or device measuring actual, maximum and minimum diameters.
- 9.11.3.2 In addition to API requirements, the wall thickness of each pipe shall be checked along the circumference at both ends and at the mid location of pipe body at 12 O' clock, 3 O' clock, 6 O' clock and 9 O' clock positions. The tolerances for wall thickness shall be as given in Table 11 of this specification.

The tolerances on specified wall thickness shall be (+) 15% and (-) 0%. Table 11 of API Spec 5L stands deleted.

The +ve tolerance for wall thickness doesn't apply to the weld area. Clause 9.13.2 of API Spec 5L shall be referred for additional restrictions.

- 9.11.3.3 All pipes shall be supplied with length between 11.5 m and 12.5 m. However pipe with length between 10.0 m and 11.5 m can also be accepted for a maximum of 5% of the ordered quantity. The minimum average length of the entire ordered quantity in any case shall be 12.0 m. Overall length tolerance shall be (-) Zero and (+) One pipe length to complete the ordered quantity. Table 12 of API Spec 5L stands deleted.
- 9.11.3.4 The tolerances for straightness shall be as follows:
 - a) The total deviation from a straight line over the entire pipe length shall not exceed 12 mm, as shown in Figure 1 of API Spec 5L.
 - b) The local deviation from straight line in 1.0 m (3.0 ft) portion at each pipe end shall be ≤ 3.0 mm (0.120 in), as shown in Figure 2 of API Spec 5L.

9.12 Finish of pipe ends

9.12.5 Plain ends

9.12.5.6 (New)

During removal of inside burrs at the pipe ends, care shall be taken not to remove excess metal and not to form an inside cavity on bevel. Removal of excess metal beyond the minimum wall thickness as indicated in clause 9.11.3.2 of this specification shall be a cause for re-bevelling. In case root face of bevel is less than that specified, the pipe ends shall be re-bevelled and rectification by filing or grinding shall not be done.

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9.12.5.7 (New)

Bevel Protectors

Both pipe ends of each pipe shall be provided with metallic or high impact plastic bevel protectors as per Manufacturer's standard. Bevel protectors shall be of a design such that they can be re-used by coating applicator for providing on externally anti-corrosion coated pipes subsequent to coating of line pipe.

9.16 (New)

Reverse Bend Test

All pipes shall meet the minimum acceptance criteria for Reverse Bend Test as follow:

A specimen which fractures completely prior to the engagement of mandrel and specimen as specified in clause 10.2.4.9 (New) of this specification, or which reveals cracks or ruptures in the weld or heat affected zone longer than 4 mm shall be rejected. Cracks less than 6 mm long at the edges of the specimen shall not be cause for rejection. Dye penetrant testing shall be used to positively confirm cracks or openings.

10 INSPECTION

10.1 Types of inspection andinspection documents

10.1.3 Inspection documents for PSL 2pipes

10.1.3.1 Manufacturer shall issue inspection certificate 3.2 in accordance with EN 10204 for each dispatched pipe.

10.2 Specific inspection

10.2.1 Inspection frequency

10.2.1.2 For PSL 2 pipe, the inspection frequency shall be as given in Table 18 of this specification.

Table 18 of API Spec 5L stands replaced by Table 18 of this specification.

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Table 18 - Inspection frequency of pipe

SI. no.	Type of inspection	Frequency of inspection
1,	Heat analysis ^a	One analysis per heat of steel
2.	Product analysis ^b	Two pipes per lot (maximum 100 pipes) per heat
3.	Tensile testing of the pipe body	Two pipes per test unit of not more than 100 pipes per heat
4.	Tensile testing of the longitudinal weld seam of pipe c	Two pipes per test unit of not more than 100 pipes per heat
5.	CVN impact testing of the pipe body	One set of three transverse specimen per test unit of not more than 50 pipes per heat
6.	CVN impact testing of the weld and HAZ of pipe °	One set of three transverse specimen per test unit of not more than 50 pipes per heat
7.	Flattening test of pipe	As shown in Figure 6 a) of API Spec 5L
8.	Reverse Bend Test (New)	Same as Figure 6 a) of API Spec 5L
9.	Hardness testing	Any hard spot exceeding 50 mm (2.0 in) in any direction
10.	Hydrostatic testing	Each pipe
11.	Weighing of pipe	Each pipe shall be measured and recorded
12.	Wall thickness measurement ^d	Each pipe
13.	Pipe diameter and out-of- roundness	Each pipe
14.	Length	Each length of pipe shall be measured and recorded
15.	Straightness ^d	Each pipe
16.	Tolerances for the weld seam ^d a) Radial offset of coil edges b) Height of flash and c) Depth of groove after trimming of inside flash	Each pipe

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17.	Visual inspection	Each pipe
18.	Metallographic testing (including Vicker's hardness test) of the longitudinal seam weld of pipe as defined in clause 10.2.5 of this specification	At least one finished pipe from each lot of 50 pipes per heat or at least once per operating shift (12 hrs max.) whichever is occurring more frequently and whenever changes of grade, diameter or wall thickness are made and whenever significant excursions from operating heat treatment conditions are encountered and at the beginning of the production of each combination of specified outside diameter and specified wall thickness.
19.	Other dimensional testing	Random testing, with the details left to the discretion of the manufacturer
20.	Non-destructive inspection	In accordance with Annex E of API Spec 5L and as modified herein
aì	Where the steel mill is not a part of an inte	egrated pipe mill, heat analysis shall be reported by the

- Where the steel mill is not a part of an integrated pipe mill, heat analysis shall be reported by the Manufacturer prior to start of pipe production.
- b) Pipes selected shall be such that one at the beginning of the heat and one at the end of the heat are also represented.
- c) Pipe produced by each welding machine shall be tested at least once per week,
- d) Measurement shall be recorded at least 3 times per operating shift (12 hrs maximum),
- e) "Test unit" is as defined in clause 4.62 of API Spec 5L.

10.2.2 Samples and test pieces for product analysis

Samples shall be taken, and test pieces prepared, in accordance with ISO 14284 or ASTM E 1806. Samples used for product analysis shall be taken from finished pipes only.

10.2.3 Samples and test pieces for mechanical tests

10.2.3.1 General

In addition to API Spec 5L requirements, samples and test pieces for various types of tests shall be taken from Figure 5 b) and Figure 6 a) of API Spec 5L and Figure 10.2.4.9.1 & 10.2.5.3.2 of this specification, whichever is applicable, and as given in Table 20 of this specification.

Table 20 of API Spec 5L stands replaced by Table 20 of this specification.

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Table 20 - Number, orientation and location of test pieces per sample for mechanical tests

		Number, Orientation and location of test pieces per sample ⁴		
Sample	Type of test	Specified outsi	de diameter, D	
Location		mm	(in)	
		<219.1 mm (8.625 in)	≥219.1 mm (8.625 in)	
Dina hadu	Tensile	1L90, IT ^{b d}	1T180 °	
Pipe body	CVN	3T90	3T90	
	Tensile	d	IW⁴	
	CVN	3W and 3HAZ	3W and 3HAZ	
Seam Weld	Hardness	1W		
	nardness	(As shown in figure 10.2,	5.3 of this specification)	
Pipe body and	Flattening	As shown in figure 6 a) of API Spec 5L		
weld	Reverse Bend	As shown in figure 10.2.4.9.1 of this specification		
a) See figure 5 (b) of API Spec 5L for an explanation of the symbols used to designate orientation and location. b) Deleted.				

- Deleted
- The transverse tensile test shall be carried on flattened rectangular strip specimen prepared according to ASTM A370.
 Test specimen shall be tested for transverse yield strength.

10.2.3.2 Test pieces for the tensile test

Rectangular test pieces, representing the full wall thickness of the pipe, shall be taken in accordance with ASTM A370 and as shown in Figure 5 b) of API Spec 5L.

Transverse tensile test for pipe body shall be carried out on flattened rectangular test pieces.

Longitudinal tensile tests shall be carried out on a rectangular test piece with full wall thickness prepared in accordance with ASTM A370.

For tensile test piece, both inside and outside flash of weld in excess of pipe wall thickness shall be removed from the test piece either by grinding or machining.

10.2.3.3 Test pieces for the CVN impact test

In addition to the API Spec 5L requirements, following shall also be applicable:

The test pieces shall be prepared in accordance with ASTM A370. Non-flattened test pieces shall be used. The axis of the notch shall be perpendicular to the pipe surface.



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Charpy V-notch impact testing shall be performed on full-sized test pieces. However, if preparation of full size test piece is not possible, then standard sub-sized test pieces shall be prepared as per ASTM A370. In case of 4½" (114.3mm) OD line pipe, if preparation of standard sub-sized test piece as per ASTM A370 is not possible, CVN impact testing with transverse test specimen may not be carried out.

CVN impact-test combinations of specified outside diameter and specified wall thickness not covered by Table 22 shall also be tested.

10.2.3.7 Test pieces for flattening test

The test pieces shall be prepared in accordance with ISO 8492. The length of each test piece shall be \geq 60 mm.

Minor surface imperfections may be removed by grinding.

10.2.3.8 Test pieces for Macrographic and metallographic tests (New)

Test piece for metallographic testing shall be taken transverse to the longitudinal weld seam as indicated in Figure 10.2.5.3 of this specification. The test piece shall be suitably ground, polished and etched to reveal the macro-structure.

10.2.3.9 Test pieces for Reverse bend test (New)

Ring specimen of width between 100 mm to 115 mm shall be taken from the pipe. Reverse bend test shall be carried out as per clause 10.2.4.9 (New) of this specification.

10.2.4 Test methods

10.2.4.3 CVN impact test

The Charpy test shall be carried out in accordance with ASTM A3 70.

10.2.4.7 Flattening test

In addition to the API Spec 5L requirements, following shall also be applicable:

The flattening test shall be carried out in accordance with ISO 8492.

10.2.4.9 Reverse bend test (New)

The mandrel shall be plunged into the test piece prepared in accordance with clause 10.2.3.9 (New) of this specification, with the weld in contact with the mandrel, to such a depth that the angle of engagement between mandrel and specimen reaches 60° as shown in figure 10.2.4.9.1 of this specification. If the combination of diameter &

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wall thickness of pipe and radius of mandrel is such that the angle of engagement cannot reach 60°, then the mandrel shall be plunged into the specimen until opposite walls of the specimen meet.

Selection of Mandrel

The reverse bend test shall be carried out with a mandrel, whose radius (R), or width (A) shall be calculated for any combination of diameter, wall thickness and grade with the following formula:

$$A = 2R = \frac{1.4(D-t)t}{e(D-2t)-1.4t} - t$$

Where,

D - Specified outside diameter of pipe, mm t - Specified wall thickness of pipe, mm

1.4 - Peaking factor

e - Strain

Minimum value of 'e' shall be as per Table 23 of API Spec 5L reproduced as below:

Grade of Steel	Minimum 'e' value	
BM	0.1375	
X42M	0.1375	
X46M	0.1325	
X52M	0.1250	
X56M	0.1175	
X60M	0.1125	
X65M	0.1100	
X70M	0.1025	
X80M	0.0900	

10.2.5 Macrographic and metallographic tests

10.2.5.3 The test piece shall be visually examined using a minimum 40X magnification to provide evidence that heat treatment of weld zone is adequate and there is no untempered martensite or detrimental oxides from the welding process present along the weld seam. The metallographic examination shall be documented on micrographs (at 10X to 20X magnification). In case imperfections or defects are observed, it will become a cause for re-evaluation of welding parameters and heat treatment as deemed necessary by Purchaser's Representative.

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Vickers hardness tests shall be carried out on each test piece taken for metallographic examination in accordance with ISO 6507-1, at locations indicated in Fig. 10.2.5.3 of this specification. Indentation in the HAZ shall start as close to the fusion line as possible. The resulting Vickers hardness value at any point shall not exceed 248HV $_{10}$ for grades BM through X70M and not exceed 285 HV $_{10}$ for grade X80M. The maximum difference in hardness between the base metal and any reading taken on the weld or heat affected zone shall be less than 80HV_{10} . Modalities of retest shall be in accordance with clause 10.2.12.7 of API Spec 5L.

10.2.6 Hydrostatic test

- 10.2.6.1 Test pressure shall be held for a minimum period of 15 seconds for all sizes and grades of pipes.
- 10.2.6.2 In addition to the requirements of API Spec 5L, following shall also be applicable:

The pressure gauge used for hydrostatic testing shall have a minimum range of 1.5 times and maximum range of 4 times the test pressure. The test-pressure measuring device shall be calibrated by means of a dead-weight tester only. The test configuration shall permit bleeding of trapped air prior to pressurization of the pipe.

10.2.6.5 The test pressure for all sizes and grades of pipe shall be such that hoop stress (fibre stress) generated is at least 95% of SMYS, computed based on the Equation (6) indicated in clause 10.2.6.5 of API Spec 5L. Table 26 of API Spec 5L stands deleted.

10.2.7 Visual inspection

Each pipe shall be visually examined for entire external surface and internal surface to the extent feasible and shall be free of defects in finished condition. Visual examination shall be carried out in a sufficiently illuminated area; minimum 1000 lx. If required additional lights shall be used to obtain good contrast and relief effect between imperfections and backgrounds.

10.2.8 Dimensional testing

- 10.2.8.1 Diameter measurements shall be made with a circumferential tape only.
- 10.2.8.7 The measuring equipment requiring calibration or verification under the provisions of API Spec 5L shall be calibrated with manual instruments at least once per operating shift (12 hours maximum). Such calibration records shall be furnished to Purchaser's Representative on request.

10.2.10 Non-destructive inspection

Non-destructive inspection shall be performed in accordance with Annex E of API Spec 5L and as modified herein.

10.2.11 Reprocessing

This clause of API Spec 5L stands cancelled.

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10.2.12 Retesting

(New)

In the event any analysis/test fails to conform to the specified requirements, manufacturer shall either reject the lot/test unit involved or test two additional lengths from same test unit. If both of the new tests conform to the specified requirements, then all the tengths in that test unit shall be accepted, with the exception of original selected length. If one or both of the retest samples fail to conform to the specified requirements, the purchaser or purchaser's representative reserves the right to either test remaining lengths in that test unit or reject the whole lot/test unit.

10.2,12,1 Recheck analyses

Modalities of recheck analysis shall be as per API Spec 5L as applicable to the lot being tested (see Table 18 of this specification). However, during individual testing, each pipe shall be fully analyzed to meet the requirements of Table 5 of this specification.

10.2.12.9 Reverse bend retests

Reverse bend retest provisions shall be same as specified for retests in clause 10.2.12 of this specification.

11 MARKING

11.1 General

- 11.1.1 Pipe manufactured in accordance with this specification shall be marked by the manufacturer as per the requirements of API Spec 5L and as modified herein. Marking shall be in English language and International System (SI) of Units.
- 11.1.5 Marking shall also include API Monogram, Purchase Order number, item number, pipe (New) number and heat number.

11.2 Pipe markings

11,2,1 K) Actual length in metres and actual pipe weight in kg shall be marked. (New)

11.2.2

(New) c) Paint used for stencil marking shall withstand a temperature up to 250°C expected to be experienced during further external anti-corrosion coating operations of line pipe by coating applicator.

11.2.3 The pipe number shall be placed by cold rolling or low stress dot marking on the outside surface of the pipe at an approximate distance of 50 mm from both ends. In case of no availability of either cold rolling or low stress dot marking facility in pipe mill, an alternative marking scheme of a permanent nature may be proposed by the Manufacturer.

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11.2.7 A colour code band shall be marked on inside surface of finished pipe for identification of pipes of same diameter but different wall thickness, as indicated in the Purchase Order.

The colour code band shall be 50 mm wide and shall be marked at a distance of 150 mm from the pipe ends.

12 COATINGS AND THREAD PROTECTORS

12.1.1 Unless otherwise specified in the Purchase Order, the pipes shall be delivered bare, free of any trace of oil, stain, grease and paint. Varnish coating shall be applied on the marking area. Bevels shall be free of any coating.

13 RETENTION OF RECORDS

In addition to the records indicated in API Spec 5L, the Manufacturer shall retain the records of all additional tests and calibration records mentioned in this specification including the hard copy records of ultrasonic testing carried out on pipe/coil as well as pipe ends.

14 PRODUCTION REPORT (New)

The Manufacturer shall provide one electronic copy and six hard copies of production report in English language indicating at least the following for each pipe. International system of units (SI) shall be adopted.

- Detail of Coils (Heat-wise)
- Pipe Number
- Heat number from which pipe is produced
- Pipe length and weight
- Pipe grade
- Consignment details.

The Manufacturer shall provide one electronic copy and six hard copies of acceptance certificates which shall include the results of all tests required as per this specification and performed on delivered material giving details of, but not limited to, the following:

- All test certificates as per clause 10.1.3 of API Spec 5L and as modified herein.
- Records of qualification of welders and procedures for repair welding.
- Certified reports of dimensional inspection, surface imperfections & defects.
- Data on test failures, rejected heats/lots, etc.
- All other reports and results required as per this specification.
- Copy of final inspection report with MTC.
- Description and disposition of repairs.

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The certificates shall be valid only when signed by the Purchaser's Representative. Only those pipes, which have been certified by the Purchaser's Representative, shall be dispatched from the pipe mill.

In the event of small quantities of pipes supplied against this specification, the production report may consist of only test certificates required as per clause 10.1.3 of API Spec 5L and as modified herein and other test reports/results required as per this specification.

15 (New)

Online Pipe Tracking Data

Additionally, the manufacturer shall establish and follow procedures for maintaining heat and lot identity of all pipes during production. Also, it is required to have traceability of each day production.

In order to establish traceability of pipes, the system should have minimum of following information:

- Heat/Coil number
- Traceability of pipe at each station
- Final status of pipe
- Reason for each rejection

16 (New)

Pipe Loading

The manufacturer/coater/supplier shall submit calculations and sketch for loading / unloading & stacking of Bare/Coated pipes at all points, e.g. warehouse/ pipe-yard (ex-works), loading and transportation on trailers, etc. as per API RP 5LT (latest edition).

In addition to the above, foreign manufacturers/coaters/suppliers shall submit calculations and sketches for loading/unloading, stacking & transportation by ship/barge as per API RP 5LW (latest edition).

17 (New)

INSPECTION OF FIELD TESTS & WARRANTY

Purchaser shall be reimbursed by Manufacturer for any pipe furnished on this order that fails under field hydrostatic test if such failure is caused by a material/manufacturing defect in the pipe. The reimbursement cost shall include pipe, labour and equipment rental for finding, excavating, cutting out and installation of replaced pipe in position. The field hydrostatic test pressure will not exceed that value which will cause a calculated hoop stress equivalent to 95 percent of specified minimum yield strength.

In case Manufacturer so desires, he will be advised at least two weeks in advance so that his Representative may witness the hydrostatic test in field, however, the testing and leak (if any) finding and repair operation shall not be postponed because of absence of the Manufacturer's Representative.

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Annex B

Manufacturing Procedure Qualification for PSL 2 Pipe

B.1 INTRODUCTION

- B.1.1 This annex specifies additional provisions that apply for the PSL 2 pipes ordered as per this specification.
- B. 1.2 Two lengths, each of completely finished pipes from two different heats (i.e. a total of four pipe lengths) shall be selected at random for testing as per clause B.5.1 of this specification to verify that the manufacturing procedure results in the quality of pipes which are in complete compliance with this specification. The pipes thus tested shall be considered to be the test pipes required per heat or per lot as per relevant clauses of this specification.

These manufacturing procedure qualification tests (MPQT) shall be repeated upon any change in the manufacturing procedure as deemed necessary by Purchaser's Representative. The manufacturing procedure qualification tests shall be carried out on pipes for each wall thickness, each diameter and each grade of steel.

B.1.3 Verification of the manufacturing procedure shall be by qualification in accordance with clause B.3. B.4 and B.5 of API Spec 5L and as modified herein.

Note: In the event of small quantities of pipes ordered against this specification, like those for bends and other similar applications, as specifically called out in the Purchase Order, the manufacturing procedure qualification test as per clause B.5.1 of this specification shall not be carried out. Pipes in such case shall be accepted based on regular production tests. However, waiver of MPQT for any item shall be specifically as per instruction in Material Requisition (MR).

B.3 CHARACTERISTICS OF THE MANUFACTURING PROCEDURE SPECIFICATION

Before pipe production commences, Manufacturing Procedure Specification (MPS) for manufacturing of pipes and Statistical process control charts shall be prepared by pipe manufacturer (including all information as per clause B.3 a), b) and e) of API Spec 5L) and submitted for approval of the Purchaser.

B.5 MANUFACTURINGPROCEDURE QUALIFICATION TESTS (MPQT)

- B.5.1 For the qualification of the manufacturing procedure, all tests & inspections specified in Table 18 and clause B.5.2 of this specification shall be conducted on all the pipes selected for testing as per clause B. 1.2 of this specification.
- B.5.2 The Manufacturer shall submit to Purchaser a report giving the results of all tests mentioned below. The report shall be agreed and signed by Purchaser's Representative, prior to start of regular production.

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The various tests to be conducted on each pipe shall be as follows. The test method and acceptance values shall be as per this specification unless specified differently in this Annex.

a. Visual Examination

All pipes shall be examined visually for dimensional tolerances and apparent surface defects.

b. Ultrasonic Examination

The weld seam of all pipes shall be examined ultrasonically by automatic ultrasonic equipment.

c. Mechanical Properties

The mechanical properties of all pipes shall be tested and shall meet the requirements of this specification. Purchaser's Representative will select the places in pipe from where the test pieces shall be extracted.

The following tests shall be conducted:

i. Flattening test

Two (2) flattening test pieces shall be extracted; one test piece shall be tested with weld at 0° and other at 90°.

ii. Tensile test

Tensile tests shall be conducted on:

For pipe with specified outside diameter, D < 219.1 mm (8.625 inch):

- Two (2) longitudinal test pieces from base metal
- Two (2) annular test pieces from the pipe end

For pipe with specified outside diameter, D ≥ 219.1 mm (8.625 inch):

- Two (2) transverse test pieces from base metal
- Two (2) transverse test pieces from the longitudinal weld seam

iii. Metallographic tests

Six (6) weld cross-section test pieces, three (3) from each end of pipe weld seam shall be taken for metallographic examination. Two of these shall be tested for hardness at room temperature after etching.

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iv. **CVN impact testing**

CVN impact test shall be performed on test pieces extracted as follows:

- Four sets of three (3) transverse test pieces each from base metal
- One set of three (3) transverse test pieces with weld in middle
- One set of three (3) transverse test pieces with HAZ in middle

The minimum average (set of three test pieces) absorbed energy value (K_vT) at the test temperature specified in clause 9.8 and Table 8 of this specification shall be complied with for test pieces extracted from base metal, weld and HAZ.

v. Fracture toughness testing

Four (4) sets of CVN base metal test pieces shall be tested at - 40°C, - 10°C, 0°C and + 20° C for shear area and absorbed energy to produce full transition curve. The minimum average (set of three test pieces) shear fracture area at the test temperature specified in clause 9.8 of this specification shall be complied with. For other temperatures, the value shall be for information only.

d. Burst Test (New)

Burst Test shall be done on each grade of pipe for each size on lowest thickness at the time of first day production test. Burst pressure & location of failure shall be recorded. Technical audit shall be carried out by OWNER / OWNER'S representative during manufacturing.

Burst pressure of the subjected pipe shall not be less than the calculated burst pressure based on the minimum actual Ultimate Tensile Strength of the subjected pipe.

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Annex C

Treatment of surface imperfections and defects

C.I TREATMENT OF SURFACE IMPERFECTIONS

Surface imperfection not classified as defect as per this specification shall be cosmetically dressed-out by grinding.

C.2 TREATMENT OF DRESSABLE SURFACE DEFECTS

C.2.3 Complete removal of defects shall be verified by local visual inspection and by suitable non-destructive inspection. To be acceptable, the wall thickness in the ground area shall be in accordance with clause 9.11.3.2 of this specification.

C.3 TREATMENT OF NON-DRESSABLE SURFACE DEFECT

Pipes that contain non-dressable surface defects shall be given one or more of the following dispositions.

- a) Deleted
- b) The sections of the pipe containing the surface defects shall be cut off, within the limits on length.
- c) The entire pipe length shall be rejected.

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Annex E Non-destructive inspection for other than sour service or offshore service

The Purchaser reserves the right to depute its Representative(s) to perform inspection and witness tests in all phases of manufacturing and testing starting from steel making to finished line pipe ready for shipment. Manufacturer shall comply with the provisions regarding inspection notice, plant access, compliance and rejection mentioned in the Annex Q (New) of this specification. The Manufacturer shall give the Purchaser reasonable notice of the starting date of normal production and the work schedule. Any action or omission on part of Purchaser's Representative shall not relieve the Manufacturer of his responsibility and obligation to supply material in strict accordance with this specification.

E. 1 QUALIFICATION OF PERSONNEL

E.1.1 All personnel performing NDT activities shall be qualified in the technique applied, in accordance with latest edition of ISO 9712, ISO 11484 or ASNT No. ASNT-TC-1A or equivalent.

All NDT shall be performed in accordance with written procedures. These procedures shall have prior approval of the Purchaser.

Inspector Qualification

Acceptable qualification for NDT inspectors shall be as specified below:

(i) For UT

For UT, at least one Level III qualified inspector shall be available to the mill for overall supervision. Level III inspectors shall be ASNT Level III or ACCP Professional Level III and certified in applicable method.

A level II inspector is required for shift supervision, manual weld inspection and calibration of all systems (both manual and automated).

(ii) For all other NDT methods

Evaluation of indications

Level II & Level III inspector

Shift Supervisor : Level II inspector

E.3 METHODS OF INSPECTION

E.3.1 General

E.3.1.1 The electric weld of the pipe shallbe inspected by ultrasonic methods (Refer Table E.1 of API Spec 5L) for full length (100%) for the entire thickness, using automatic ultrasonic equipment in accordance with clause E.5 of API Spec 5L and as modified in this specification.

E.3.1.3 Location of NDT equipment in the manufacturer's facility shall be such that final inspection of weld seam of pipe shall be performed after hydrostatic testing.

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E.3.2 Pipe End Inspection - Welded Pipe

- E.3.2.1 Pipe ends including weld at the pipe ends not covered by automatic ultrasonic equipment shall be inspected by manual ultrasonic equipment with same sensitivity and capability as automatic equipment, or, such non-inspected pipe end shall be cut-off. Records in accordance with E.5.4 of API Spec 5L shall be maintained.
- E.3.2.3 Ultrasonic inspection in accordance with the method described in ISO 10893-8 shall be used to verify that the 50 mm (2.0 in) wide zone at each pipe end is free of any laminar imperfections in the circumferential direction.
- E.3.2.4 Bevel face of each pipe end shall be magnetic particle inspected for the detection of (New) laminar imperfections in accordance with ISO 10893-5.

E.5 ULTRASONIC AND ELECTROMAGNETIC INSPECTION

E.5.1 Equipment

E.5.1.2 In addition to the API Spec 5L requirements, all automatic ultrasonic equipment shall have an alarm device, which continuously monitors the effectiveness of the coupling. The equipment for the automatic inspection shall allow the localization of both longitudinal and transverse defects corresponding to the signals exceeding the acceptance limits of the reference standard. The equipment shall be fitted with a paint spray or automatic marking device and alarm device for areas giving unacceptable ultrasonic indications. All ultrasonic testing equipment shall be provided with recording device. In addition, an automatic weld tracking system shall be provided for correct positioning of the probes with respect to weld centre.

E.5.2 Ultrasonic and electromagneticinspection reference standards

- E.5.2.1 The reference standard (calibration pipe) shall have the same specified diameter and wall thickness as specified for the production pipe being inspected.
- E.5.2.2 Reference standards shall be of sufficient length to permit calibration of ultrasonic inspection equipment at the speed to be used in normal production.

 The reference standard (calibration pipe) shall also be of the same material, type and have the same surface finish and heat treatment as the pipe being inspected.

E.5.2.3 Reference standards

E.5.2.3.1 Reference standards for pipe weld UT: (New)

Reference standard shall contain as reference indicators i.e. machined notches as given in Table E.7 of this specification.

Table E.7 of API Spec 5L stands replaced by Table E.7 of this specification

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Table E.7 — Reference indicators

		Re	ference indicators	 -
Item		Number of notches and orientation		
		OD	ID	Notch Type b
We	ld Seam	1L	1L	N10
		icates the orientation of the as per Figure E.I of this spe		al. Reference indicator
,	maximum width	Notch type N10 shall be 0.1), where, 't' is the specified notch depth or ± 0.05 mm.	wall thickness. The dept	

E.5.2.3.2 Reference standards for coll/ pipe body UT: (New)

Reference standard for the ultrasonic inspection of coil or pipe body (except the coil edges/pipe ends) shall contain continuous machined notch of following dimension:

- a) width, w: 8 mm, with a tolerance +0.8/ 0.0 mm
- b) depth, d : 0.25 t < d < 0.5 t, where is the specified wall thickness

Reference standard for the ultrasonic inspection of coil edges (area adjoining weld seam)/ pipe ends shall have 6.4 mm ($^{1}/_{4}$ inch) diameter FBH of a depth 0.5 t, where 't' is the specified wall thickness.

E.5.3 Instrument standardization

- E.5.3.2 The instrument shall be calibrated with appropriate reference standard (refer E.5.2 of API Spec 5E and as modified herein) at following intervals:
 - Once at the beginning of each operating shift (12 hours maximum).
 - Once in between of each operating shift i.e. 3 hrs to 4 hrs after the first
 - Every time there is change in probes or working condition of the UT machine.
 - Every time the running of the system gives rise to doubts on its efficiency.

If during the above calibration verification, it is found that the equipment has not functioned satisfactorily in the opinion of the Purchaser's Representative, all the pipes or coils already inspected after the previous verification shall be inspected again at Manufacturer's cost.

E. 5.5 Acceptance limits

- E.5.5.2 For ultrasonic inspection of pipe/coil, any imperfection that produces an imperfection greater than the acceptable limits shall be treated as following:
 - a) Locations showing indications above the acceptance limits during automatic

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ultrasonic inspection may be re-examined by manual ultrasonic method. If no defects are located during re-examination, the original findings may be ignored. Additional scanning may be requested by Purchaser's Representative to check questionable areas.

E.5.6 Disposition of defects found by ultrasonic and electromagnetic inspection

Disposition of any imperfection in pipe/coil that produces an indication greater than the acceptable limits as specified in Table E.9 (New) of this specification shall be classified as defect and shall be given disposition as specified in (e) or (f) of E.10 of API Spec 5L.

E.7 RESIDUAL MAGNETISM

- E.7.2 The longitudinal magnetic field shall be measured on all sizes of pipes.

 Measurement on pipe in stack shall not be considered valid. Such measurements shall be taken on the root face or square cut face of finished plain- end pipes.
- E.7.3 Measurements shall be made using Hall effect gaussmeter only.
- E.7.4 Measurements shall be made on each end of a pipe for 5% of the pipes produced but at least once per 4 hr per operating shift (12 hrs maximum).
- E.7.6 Four readings shall be taken approximately 90° apart around the circumference of each end of the pipe. The average of the four readings shall not exceed 2.0 mT (20 gauss) and no single reading shall exceed 2.5 mT (25 gauss). All residual magnetism measurements shall be recorded.

E.8 LAMINAR IMPERFECTIONS IN THE PIPE BODY OF EW PIPES

- E.8.1 The coil, except the longitudinal coil edges (in case of inspection before pipe forming) or pipe body, except the pipe weld seam (in case of inspection after seam welding) shall be ultrasonically tested for laminations using an oscillating or straight running pattern of probes in accordance with ISO 10893-9 or ISO 10893-8 (as applicable) amended as follows:
 - The distance between adjacent scanning tracks shall be sufficiently small to ensure detection of minimum allowed imperfection size. The minimum coverage during automatic ultrasonic inspection shall be ≥ 20 % of the coil surface uniformly spread over the area.
 - Acceptance limit for laminar imperfection in the coil, except the longitudinal edges, shall be as per Table E.9 (New) of this specification. Disposition of defects shall be as per clause E.5.6 of this specification.

Table 3 of ISO 10893-9 stands replaced by Table E.9 (New) of this specification.

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E.9 LAMINAR IMPERFECTIONS ALONG THE STRIP/ PLATE EDGES OR PIPE WELD SEAM OF EW PIPES

The longitudinal edges of the coil (in case of inspection before pipe forming) or each side of pipe weld seam (in case of inspection after seam welding) shall be 100% ultrasonically inspected in accordance with ISO 10893-9 or ISO 10893-8 (as applicable) amended as follows:

- UT shall be performed over 25 mm wide zone along each side of the trimmed longitudinal edges of the coil.
- Acceptance limit for laminar imperfection in the longitudinal edges of the coil shall be as per Table E.9 (New) of this specification. Disposition of defects shall be as per clause E.5.6 of this specification.

Table 2 of ISO 10893-9 stands replaced by Table E.9 (New) of this specification.

Table E.9 - Acceptance criteria for laminar imperfection in coil/ pipe body (New)

Location	Maximum imperi		Minimu	ım imperfec		Maximum population
	Area	Length	Агеа	Length	Width	density
Coil (except the longitudinal edges) or pipe body (except the pipe weld seam)	1000	100 ^d	300	35	8	10 [per 1.0 m x 1.0 m]
Longitudinal edges of the coil or each side of pipe weld seam	500	40	_	20	_	4 [per 1.0 m length]

- a) Number of imperfections of size smaller than the maximum imperfection size and greater than the minimum imperfection size,
- b) Length is the dimension at right angles to the scan track,
- c) Width is the dimension parallel to the scan track.
- d) Any planar imperfection which is not parallel to the coil surface is not acceptable,
- e) For an imperfection to be larger than the minimum imperfection size, the minimum area, minimum length and minimum width given for the coil/ pipe body, all have to be exceeded.

E.10 DISPOSITION OF PIPES CONTAINING DEFECTS

c) The repaired area shall be 100% rechecked by magnetic particle or ultrasonic inspection to ensure complete removal of defects. However for repair of cosmetic type of defects, MPI may not be conducted if so directed by Purchaser's Representative on case to case basis. The pipes having a thickness less than the minimum allowed in accordance with this specification, after repair by grinding shall be treated for disposition in accordance with (e) or (f) of clause E. 10 of API Spec 5L.

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	LINE FIFE (ONSHORE)		REVISION: 1

E.11 ROTARY ULTRASONIC INSPECTION OF PIPE (ALTERNATIVE METHOD)

As an alternative, full pipe may be ultrasonically inspected after welding of longitudinal seam by rotary ultrasonic testing method (pipe in rotating condition) in accordance with ISO 10893-8 amended as follows:

- The coverage area during ultrasonic inspection shall be 100 % of the pipe body including weld seam, sides of the weld seam and pipe ends.

The reference standard for the weld seam as per clause E.5.2.3.1 and Table E.7 of this specification shall be used for the rotary ultrasonic testing.

If the manufacturer opts for rotary ultrasonic testing of full pipe in accordance with this clause, then, the requirement for ultrasonic inspection as per clause E.3.1.1, E.3.2.3, E.8 and E.9 of API Spec 5L and as modified herein shall not be applicable.

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Annex Q (New)

Purchaser Inspection

Q.1 INSPECTION NOTICE

Advance notice shall be given by the manufacturer prior to the start of production to the purchaser to inspect/ witness the manufacturing activities including tests.

Q.2 PLANT ACCESS

The inspector representing the purchaser shall have unrestricted access, at all times while work of the contract of the purchaser is being performed, to all parts of the manufacturer's works that will concern the manufacture of the pipe ordered. The manufacturer shall afford the inspector all reasonable facilities to satisfy the inspector that the pipe is being manufactured in accordance with this specification. All inspections should be made at the place of manufacture prior to shipment, unless otherwise specified on the purchase order, and shall be so conducted as not to interfere unnecessarily with the operation of the works.

Q.3 COMPLIANCE

The manufacturer is responsible for complying with all of the provisions of this specification. The purchaser may make any investigation necessary to be satisfied of compliance by the manufacturer and any reject any material that does not comply with this specification.

Q.4 REJECTION

If the Purchaser Representative rejects pipes repeatedly for any recurring cause, this shall be adequate reason to refuse final inspection of subsequent pipes until the cause has been investigated and corrective action taken by the Manufacturer.

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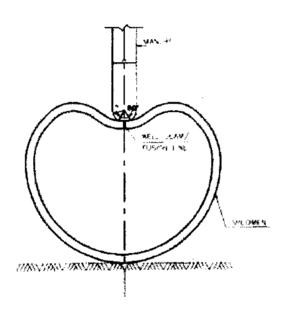


FIGURE: 10.2.4.9.1

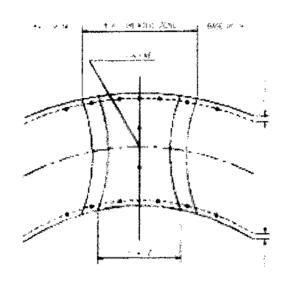
REVERSE BEND TEST

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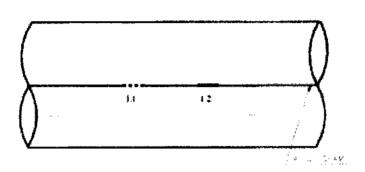
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METALLOGRAPHIC SPECIMEN AND LOCATIONS FOR HARBNESS MEASUREMENT

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L2 Longitudinal outside routed (N10) at weld liste

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STANDARD SPECIFICATION FOR SEAMLESS LINE PIPE (ONSHORE)

SPECIFICATION NO.: MEC/TS/05/21/012A



(OIL & GAS SBU) MECON LIMITED DELHI 110 092

PREPARED BY:	CHECKED BY:	APPROVED BY:	ISSUE DATE:
11. kg	1.28	K	
SACHIN KUMAR (S.D.E.)	SACHIN SINGHAL (MANAGER)	K, P. SINGH (D.G.M)	20.11.2018

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Abbreviations:

ID

API American Petroleum Institute

ASTM American Society for Testing and Materials

CE Carbon Equivalent
CVN Charpy V-Notch
SMLS Seamless

K_V L Charpy value in pipe longitudinal direction
K_VT Charpy value in pipe transverse direction
MPQT Manufacturing Procedure Qualification Tests

MPS Manufacturing Procedure Specification

Inside Diameter

PSL Product Specification Level
MPT Magnetic Particle Testing
NDT Non Destructive Testing
ODID Outside Diameter, Specified
t Wall Thickness, Specified

UT Ultrasonic Testing

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1 SCOPE

This specification establishes the minimum requirements for the manufacture of seamless carbon steel line pipe in accordance with the requirements of API (American Petroleum Institute) Specification 5L, Forty-Fifth Edition, 2012 and makes restrictive amendments to API Specification 5L. Unless modified and/or deleted by this specification, the requirements of API Specification 5L shall remain applicable.

The sections, paragraphs and annexes contained herein have the same numbering as that of API Spec 5L in order to facilitate reference. Additional requirements, which are not specified in API Spec 5L, have also been numbered and marked as "(New)".

The coverage by this specification is limited to line pipe to be used in onshore pipelines transporting non-sour hydrocarbons in liquid or gaseous phase. The product specification level for line pipe to be supplied as per this specification shall be "PSL 2".

The Manufacturer shall have a valid license to use API Monogram in accordance with the requirements of Specification 5L, Forty-Fifth Edition, 2012 for line pipe as Product Specification Level PSL 2.

1.1 Pipe Size (New)

This Specification shall be applied to line pipe of size 4½" OD thru 20" OD (both sizes included).

1.2 Grades

(New)

This specification is applicable to line pipes of Grade B through X-70.

3 NORMATIVE REFERENCES

The latest edition (edition enforce at the time of issue of enquiry) of following additional references are included in this specification:

ASTM

ASTM E112-12: Standard Test Methods for Determining Average Grain Size

ASTM A370 : Standard Test Methods and Definitions for Mechanical Testing of

Steel Products

6 PIPE GRADE, STEEL GRADE AND DELIVERY CONDITION

6.1 Pipe grade and steel grade

6.1.2 Line pipe supplied to this specification shall conform to Product Specification Level 2

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(PSL 2) as given in Table 1 of this specification and consists of an alpha or alphanumeric designation that identifies the strength level of the pipe. The steel name (designating a steel grade), linked to the chemical composition of the steel, additionally includes a suffix that consists of a single letter (M) that identifies the delivery condition as per Table 3 of this specification.

Table 1 of API Spec 5L stands replaced by Table 1 of this specification.

Table 1 - Pipe grades, steel grades and acceptable delivery conditions

PSL	Delivery Condition	Pipe grade/ steel grade ^{a b}
PSL 2	Normalizing or quenched and tempered	BM, X42M, X46M, X52M, X56M, X60M, X65M, X70M
a Del	eted suffix (M) for PSL 2 grades belongs to ste	el grade

6.2 Delivery condition

6.2.2 The delivery condition for starting material shall be in accordance with Table 1 of this specification.

8 MANUFACTURING

8.1 Process of Manufacture

Pipe furnished to this specification shall be manufactured in accordance with the applicable requirements and limitations given in Table 2 of API Spec 5L and Table 3 of this specification.

Table 3 of API Spec 5L stands replaced by Table 3 of this specification.

Table 3 - Acceptable manufacturing routes for PSL 2 pipe

Type of pipe	Starting material	Pipe forming	Pipe heat treatment	Delivery condition
SMLS	Ingot, bloom or billet	Hot forming and cold finishing	Normalized or quenching and tempering	N or Q
	<u>.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>			

8.3 Starting Material

8.3.2 Line pipe furnished to this specification shall be made from steel produced in basic oxygen or electric arc furnace. Steel shall be made by continuous casting only.

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- 8.3.3 The steel used for manufacture of pipe shall be fully killed and fine grained with ASTM grain size number 7 or finer as per ASTM E 112.
- 8.9 Cold sizing and cold expansion
- 8.9.1 Pipes furnished to this specification shall be non-expanded.
- 8.11 Jointers
- 8.11.1 Jointers on pipes are not permitted.
- 9 ACCEPTANCE CRITERIA
- 9.2 Chemical composition
- 9.2.2 For pipes supplied as per this specification, the chemical composition of each heat of steel on product analysis shall be as given in Table 5 of this specification.

Table 5 of API Spec 5L stands replaced by Table 5 of this specification.

Table 5 - Chemical composition for pipe

Element	Mass fraction, based upon heat and product analyses (%) For Grades B to X70		
- h	0.16	max. (For Grade B to X58)	
C P	0.12 ^f	max.(For Grade X60 to X70)	
	0.15 ^{m (New)}	min.	
Si	0.45	max.	
	1.20	Max. (For Grade B)	
	1.30	max. (For Grade 42 & X46)	
Mn ^b	1.40	max. (For Grade X52 & X56)	
	1.60	max. (For Grade X60 to X70)	
Р	0.020	max.	
S	0.010	max.	
d	0.05	max. (For Grade B to X56)	
V_q	0.08	max. (For Grade X60 to X70)	
d	0.05	max. (For Grade B to X46)	
Nb ^d	0.10	max. (For Grade X52 to X70)	
Ti ^d	0.04	max.	
Al ^{n (New)}	0.02 O(New)	min.	
AI " " " " " " " " " " " " " " " " " " "	0.07	max.	

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Element	Mass fraction, based upon heat and product analyses (
Cr	0.20	max.	
Mo	0.28	max.	
Cu ^{p (New)}	0.35	max.	
Ni p (New)	0.20	max.	
N n (New)	0.012	max.	
В	0.0005	max.	
Ca	0.006	max.	

Notes to Table 5:

- Based upon product analysis as per clause 9.2.4 and 9.2.5 of API Spec 5L, the CE_{Pom} limits apply if C ≤ 0.12% and CE_{INV} limits apply if C > 0.12%. For pipes of all grades, sizes and wall а thicknesses, Carbon Equivalent shall comply with the following limits: CE_{Pom} ≤ 0.23 CE_{IIW} ≤ 0.43 Boron content shall be considered in CE_{Pom} formula even if it is less than 0.0005%. Deleted b Deleted Nb + V + Ti < 0.15 % Deleted Deleted Deleted Deleted. Deleted Deleted Deleted Deleted (New) m Minimum for Si is not applicable for Al killed steel. (New) n Al/N shall be minimum 2 (not applicable to titanium-killed steel or titanium-treated steel). (New) o Applicable for Al killed steel only. (New) p Cu+NI shall not exceed 0.4%.
- 9.2.3 For heat analysis and product analysis, all the elements listed in Table 5 of this specification shall be analyzed and reported, even if those are not purposely added but are present as residuals only.

If alloying elements other than those specified in Table 5 of this specification are

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added to the steel, the limits of the additional components shall be agreed with the Purchaser.

9.3 Tensile properties

9.3.2 The finished pipe (after all heat treatment & sizing operations) shall conform to the requirements of Table 7 of API Spec 5L and as modified herein.

The actual yield strength shall be as close as possible to the specified minimum yield strength (SMYS) but in no case it shall exceed the limits specified here under:

API Spec 5L Grade	Permissible inexcess of SMYS. MPa (psi)
Up to and including X46	131 (19,000)
X52 to X60	125 (18,000)
X65 to X70	120 (17,400)

The ratio of body yield strength and body tensile strength of each test pipe on which yield strength and ultimate tensile strength are determined, shall not exceed 0.90.

The minimum elongation of base metal shall be determined in accordance with the formula given in foot note (f) of Table 7 of API Spec 5L. However, minimum elongation in no case shall be less than 20%.

9.8 CVN impact test for PSL 2pipe

9.8.1 General

9.8.1.2 From the set of three Charpy V-notch impact test pieces, only one is allowed to be below the specified average absorbed energy value and shall meet the minimum single absorbed energy value requirement as specified in Table 8 of this specification.

9.8.2 Pipe body tests

9.8.2.1 The average (set of three test pieces) absorbed energy value (K,T) for each pipe body test shall be as specified in Table 8 of this specification, based upon full sized test pieces at a test temperature of 0°C (32°F) or at a lower test temperature as specified in the Purchase Order.

Table 8 of API Spec 5L stands replaced by Table 8 of this specification.

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Table 8 - CVN absorbed energy requirements for pipe body of PSL 2 pipe

Pipe Grade	Full-size CVN absort	oed energy (K _v T) ^{a, b} [
	Average	Minimum
В	40	32
X42	40	32
X46 & X52	40	. 32
X56 & X60	40	32
X65	41	33
X70	55	44

- The required KwL (longitudinal direction test pieces) values shall be 50% higher than the required KvT values.
- b) Testing shall be performed at a test temperature of 0°C (32°F) or at a lower temperature as specified in the Purchase Order.
- 9.8.2.2 For pipes of all grades, sizes and specified wall thicknesses, the minimum average (set of three test pieces) shear fracture area shall be at least 85 % with one minimum value of 75%, based at a test temperature of 0 °C (32 °F) or at a lower test temperature as specified in the Purchase Order.
- 9.8.2.4 Testing of Charpy V-notch impact properties shall be performed on full-sized test specimens. However, if preparation of full size test specimen is not possible, then standard sub-sized test pieces shall be prepared as per ASTM A370 and for comparison of the measured energy (based on sub-sized specimen) with the values specified in Table 8, the measured energy shall be converted to the impact energy (KV) in Joules as per clause 9.8.1.1 of API Spec 5L.
- 9.10 Surface conditions, imperfections and defects
- 9.10.1 General
- 9.10.1.2 All pipes shall be free from cracks, sweats, leaks and slivers. Pipe containing such defects shall be treated in accordance with clause C.3 of this specification.
- 9.10.4 Laminations

Any lamination or inclusion either extending into the face or bevel of the pipe or present within 50 mm from pipe ends shall be classified as defect. Pipes that contain such defects shall be rejected or cut back until no lamination or inclusion is present at the pipe ends and shall be treated in accordance with clause C.3 of this specification.

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9.10.5 Geometric deviations

- 9.10.5.2 For dents, the length in any direction shall be \leq 0.5 D and the depth, measured as the gap between the extreme point of the dent and the prolongation of the normal contour of the pipe, shall not exceed the following:
 - a) 3.2 mm for cold-formed dents with sharp-bottom gouges and not encroaching upon the specified minimum wall thickness.
 - b) 6.4 mm for other dents.
 - c) 1 mm at the pipe ends, i.e. within a length of 100 mm at each of the pipe ends.

Dents that exceed the above specified limits shall be considered as defect and shall be treated in accordance with C.3 of this specification. Acceptable cold-formed dents with sharp-bottom gouges shall be treated in accordance with clause C.2 of API Spec 5L & as modified in this specification.

9.10.6 Hard Spots

For any hard spot, detected by visual inspection, larger than 50 mm (2.0 in) in any direction, hardness test shall be performed using portable hardness test equipment. Hardness values at these spots greater than 248HV₁₀ shall be classified as defect and treated in accordance with clause C.3 b) or C.3 c) of this specification.

9.10.7 Other surface imperfection

Other surface imperfections found by visual inspection or non destructive inspection shall be investigated, classified and treated as follows:

- a) Imperfections that have a depth ≤ 0.05 t and do not encroach on the minimum permissible wall thickness shall be classified as acceptable imperfections and shall be treated in accordance with Clause C. 1 of this specification.
- b) Imperfections that have a depth > 0.05 t and do not encroach on the minimum permissible wall thickness shall be classified as defects, and shall be dressed-out by grinding in accordance with Clause C.2 of API Spec 5L and as modified in this specification or shall be treated in accordance with Clause C.3 of this specification.
- c) Imperfections that encroach on the minimum permissible wall thickness shall be classified as defects and treated in accordance with Clause C.3 of this specification.
- d) Sections of the pipes containing cracks, sweats and leaks shall be treated in (new) accordance with clause C.3 b) or C.3 c).

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- 9.11 Dimensions, mass and tolerances
- 9.11.3 Tolerances for diameter, wall thickness, length and straightness
- 9.11.3.1 The diameter and out-of-roundness shall be within the tolerances given in Table 10 of this specification.

Table 10 of API Spec 5L stands replaced by Table 10 of this specification.

Table 10 - Tolerances for diameter and out-of-roundness

Specified outside	Diameter tolerance		Out - of - roundness tolerance e(new)	
diameter (D) mm (in)	Pipe except the end *	Pipe end ^{a,b,c}	Pipe except the end *	Pipe end *,b,c
D≤ 168.3 (6 ⁵ / ₈)	± 0.0075 D	- 0.4 mm to + 1.6 mm	0.020 D	0.015 <i>D</i> upto a maximum of 2.0 mm
168.3 (6 ⁵ / ₈) <d≤ 273.1 (10³/₄)</d≤ 	± 0.0075 D	± 0.005 D	0.020 D	2.0 mm
D> 273.1 (10 ³ / ₄₎)	± 0.0075 <i>D</i> upto a maximum of ± 3.0 mm	± 1.6 mm	0.020 D	3.0 mm
a) The pip	e end includes a length o	f 100 mm at each of	the pipe extremities	
	fLS pipe, the tolerances a all be as agreed.	spply for $t \le 25.0 \text{ mm}$	n (0.984 in),and the	tolerances for thicker

- The diameter tolerance and out-of-roundness tolerance shall apply on inside diameter. The inside diameter, based on circumferential measurement, shall be calculated as ID = (D 2t).
- d) For determining compliance to the diameter tolerances, the pipe diameter is defined as the circumference of the pipe in any circumferential plane divided by Pi (x).
- e) Out-of-roundness tolerances apply to maximum and minimum diameters as measured with bar (new) gage, caliper, or device measuring actual, maximum and minimum diameters.
- 9.11.3.2 In addition to API requirements, the wall thickness of each pipe shall be checked along the circumference at both ends and at the mid location of pipe body at 12 O' clock, 3 O' clock, 6 O' clock and 9 O' clock positions. The tolerances for wall thickness shall be as given in Table 11 of this specification.

Table 11 of API Spec 5L stands replaced by Table 11 of this specification.

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Table 11 - Tolerances for wall thickness

Wall thickness (mm)	Tolerances (mm)	
	+ 1.10	
1 < 4.0	-0.00	
40.44.100	+ 0.225 t	
4.0 ≤ t < 10.0	- 0.00	
10.0 - 4 - 25.0	+ 0.20 t	
10.0 ≤ t < 25.0	_ -0.00	
25.0	+ 5.00	
t≥ 25.0	- 0.00	

9.11.3.3 All pipes shall be supplied with length between 11.5 m and 12.5 m. However pipe with length between 10.0 m and 11.5 m can also be accepted for a maximum of 5% of the ordered quantity. The minimum average length of the entire ordered quantity in any case shall be 12.0 m. Overall length tolerance shall be (-) Zero and (+) One pipe length to complete the ordered quantity. Table 12 of API Spec 5L stands deleted.

9.11.3.4 The tolerances for straightness shall be as follows:

- The total deviation from a straight line over the entire pipe length shall not exceed
 12 mm, as shown in Figure 1 of API Spec 5L.
- b) The local deviation from straight line in 1.0 m (3.0 ft) portion at each pipe end shall be ≤ 3.0 mm (0.120 in), as shown in Figure 2 of API Spec 5L.

9.12 Finish of pipe ends

9.12.5 Plain ends

9.12.5.6 (New)

Unless specified otherwise, the pipe ends shall be beveled as per API Spec 5L. During removal of inside burrs at the pipe ends, care shall be taken not to remove excess metal and not to form an inside cavity on bevel. Removal of excess metal beyond the minimum wall thickness as indicated in clause 9.11.3.2 of this specification shall be a cause for re-bevelling. In case root face of bevel is less than that specified, the pipe ends shall be re-bevelled and rectification by filing or grinding shall not be done.

9.12.5.7 **Bevel Protectors** (New)

Both pipe ends of each pipe shall be provided with metallic or high impact plastic bevel protectors as per Manufacturer's standard. Bevel protectors shall be of a design such that they can be re-used by coating applicator for providing on externally anti-corrosion coated pipes subsequent to coating of line pipe.

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10 INSPECTION

10.1 Types of inspection and inspection documents

10.1.3 Inspection documents for PSL 2pipes

10.1.3.1 Manufacturer shall issue inspection certificate 3.2 in accordance with EN 10204 for each dispatched pipe.

10.2 Specific inspection

10.2.1 Inspection frequency

10.2.1.2 For PSL 2 pipe, the inspection frequency shall be as given in Table 18 of this specification.

Table 18 of API Spec 5L stands replaced by Table 18 of this specification.

Table 18 - Inspection frequency of pipe

\$I. no.	Type of inspection	Frequency of inspection
1.	Heat analysis ^a	One analysis per heat of steel
2.	Product analysis b	Two pipes per lot (maximum 100 pipes) per heat
3.	Tensile testing of the pipe body ^c	Two pipes per test unit of not more than 100 pipes per heat
4	CVN impact testing of the pipe body with specified wall thickness as given in Table 22 of API spec 5L	One set of three specimen per test unit of not more than 100 pipes per heat
, 5	Vickers Hardness testing of pipe body	Each specimen taken from one finished pipe from each lot (Maximum 50 pipes) per heat (see 10.2.4.8)
6.	Hydrostatic testing	Each pipe
7.	Weighing of pipe	Each pipe shall be measured and recorded
8.	Wall thickness measurement *	Each pipe
9.	Pipe diameter and out-of- roundness *	Each pipe
10.	Length	Each length of pipe shall be measured and recorded
11.	Straightness *	Each pipe
12.	Visual inspection d	Each pipe
13.	Other dimensional testing	Random testing, with the details left to the discretion of the manufacturer

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14.	Non-destructive inspection	In accordance with Annex E of API Spec 5L and as modified herein
8	Where the steel mill is not a part of an int Manufacturer prior to start of pipe product	tegrated pipe mill, heat analysis shall be reported by the tion.
b	Samples used for product analysis shall one at the beginning of the heat and one	be taken from finished pipes only. Pipes selected shall be such that the end of the heat are also represented.
c	Tensile test specimens shall be taken fro is not permitted.	m finished pipes only. Heating or artificial ageing of tests specimen
d e	additional light shall be used to obtain go	in a sufficiently illuminated area; minimum 1000 Lux. If require od contrast and relief effect between imperfections and background times per operating shift (12 hrs maximum).

10.2.2 Samples and test pieces for product analysis

Samples shall be taken, and test pieces prepared, in accordance with ISO 14284 or ASTM E 1806. Samples used for product analysis shall be taken from finished pipes only.

10.2.3 Samples and test pieces for mechanical tests

10.2.3.1 General

In addition to API Spec 5L requirements, samples and test pieces for various types of tests shall be taken from Figure 5 a) of API Spec 5L and Figure 10.2.4.8 of this specification, whichever is applicable, and as given in Table 20 of this specification.

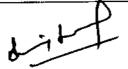
Table 20 of API Spec 5L stands replaced by Table 20 of this specification.

Table 20 - Number, orientation and location of test pieces per sample for mechanical tests

Sample Type of test		Number, Orientation and location of test pieces per sample*
	Tensile	1L ^b , IT ^c
Pipe body	CVN	3T ⁴
	Hardness	1 T

- a. See figure 5 (a) of API Spec 5L for an explanation of the symbols used to designate orientation and location.
- Longitudinal tensile tests shall be carried out on a strip specimen with full wall thickness prepared according to ASTM A370.
- c. The transverse tensile tests shall be carried on flattened rectangular specimen prepared according to ASTM A370 for D ≥ 219.1mm only.
- d. Test pieces shall be prepared in accordance with ASTM A370 without any prior flattening of the test material. Test specimen shall be taken from the body of the finished pipe only. Full size test specimen shall be used whenever possible.







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10.2.3.2 Test pieces for the tensile test

Rectangular test pieces, representing the full wall thickness of the pipe, shall be taken in accordance with ASTM A370 and as shown in Figure 5 a) of API Spec 5L.

Transverse tensile test for pipe body with specified outside diameter, $D \ge 219.1$ mm (8.625 inch) shall be carried out on flattened rectangular test pieces.

Longitudinal tensile tests shall be carried out on a rectangular test piece with full wall thickness prepared in accordance with ASTM A370.

10.2.3.3 Test pieces for the CVN impact test

In addition to the API Spec 5L requirements, following shall also be applicable:

The test pieces shall be prepared in accordance with ASTM A370. Non-flattened test pieces shall be used. The axis of the notch shall be perpendicular to the pipe surface.

Charpy V-notch impact testing shall be performed on full-sized test pieces. However, if preparation of full size test piece is not possible, then standard sub-sized test pieces shall be prepared as per ASTM A370.

CVN impact-test combinations of specified outside diameter and specified wall thickness not covered by Table 22 shall also be tested.

10.2.4 Test methods

10.2.4.3 CVN impact test

The Charpy test shall be carried out in accordance with ASTM A3 70.

10.2.4.8 Hardness Test

Vickers hardness tests shall be carried out on the parent metal in accordance with ISO 6507-1. The resulting Vickers hardness value at any point shall not exceed 248 HV₁₀.

Hardness test locations shall be as shown in Figure 10.2.4.8

10.2.6 Hydrostatic test

- 10.2.6.1 Test pressure shall be held for a minimum period of 15 seconds for all sizes and grades of pipes.
- 10.2.6.2 In addition to the requirements of API Spec 5L, following shall also be applicable:

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The pressure gauge used for hydrostatic testing shall have a minimum range of 1.5 times and maximum range of 4 times the test pressure. The test-pressure measuring device shall be calibrated by means of a dead-weight tester only. The test configuration shall permit bleeding of trapped air prior to pressurization of the pipe.

10.2.6.5 The test pressure for all sizes and grades of pipe shall be such that hoop stress (fibre stress) generated is at least 95% of SMYS, computed based on the Equation (6) indicated in clause 10.2.6.5 of API Spec 5L. Table 26 of API Spec 5L stands deleted.

10.2.7 Visual inspection

Each pipe shall be visually examined for entire external surface and internal surface to the extent feasible and shall be free of defects in finished condition. Visual examination shall be carried out in a sufficiently illuminated area; minimum 1000 lx. If required additional lights shall be used to obtain good contrast and relief effect between imperfections and backgrounds.

10.2.8 Dimensional testing

- 10.2.8.1 Diameter measurements shall be made with a circumferential tape only.
- 10.2.8.7 The measuring equipment requiring calibration or verification under the provisions of API Spec 5L shall be calibrated with manual instruments at least once per operating shift (12 hours maximum). Such calibration records shall be furnished to Purchaser's Representative on request.

10.2.10 Non-destructive inspection

Non-destructive inspection shall be performed in accordance with Annex E of API Spec 5L and as modified herein.

10.2.11 Reprocessing

Reprocessing of line pipes to meet mechanical property test results is not allowed. This clause of API Spec 5L stands cancelled.

10.2.12 Retesting (New)

In the event any analysis/test fails to conform to the specified requirements, manufacturer shall either reject the lot/test unit involved or test two additional lengths from same test unit. If both of the new tests conform to the specified requirements, then all the lengths in that test unit shall be accepted, with the exception of original selected length. If one or both of the retest samples fail to conform to the specified requirements, the purchaser or purchaser's representative reserves the right to either test remaining lengths in that test unit or reject the whole lot/test unit.

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10.2.12.1 Recheck analyses

Modalities of recheck analysis shall be as per API Spec 5L as applicable to the lot being tested (see Table 18 of this specification). However, during individual testing, each pipe shall be fully analyzed to meet the requirements of Table 5 of this specification.

11 MARKING

11.1 General

- 11.1.1 Pipe manufactured in accordance with this specification shall be marked by the manufacturer as per the requirements of API Spec 5L and as modified herein. Marking shall be in English language and International System (SI) of Units.
- 11.1.5 Marking shall also include API Monogram, Purchase Order number, item number, pipe number and heat number.

11.2 Pipe markings

- 11.2.1 K) Actual length in metres and actual pipe weight in kg shall be marked. (New)
- 11.2.2
- (New) c) Paint used for stencil marking shall withstand a temperature up to 250°C expected to be experienced during further external anti-corrosion coating operations of line pipe by coating applicator.
- The pipe number shall be placed by cold rolling or low stress dot marking on the outside surface of the pipe at an approximate distance of 50 mm from both ends. In case of no availability of either cold rolling or low stress dot marking facility in pipe mill, an alternative marking scheme of a permanent nature may be proposed by the Manufacturer.
- 11.2.7 A color code band shall be marked on inside surface of finished pipe for identification of pipes of same diameter but different wall thickness, as indicated in the Purchase Order.

The color code band shall be 50 mm wide and shall be marked at a distance of 150 mm from the pipe ends.

12 COATINGS AND THREAD PROTECTORS

Unless otherwise specified in the Purchase Order, the pipes shall be delivered bare, free of any trace of oil, stain, grease and paint. Varnish coating shall be applied on the marking area. Bevels shall be free of any coating.

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13 RETENTION OF RECORDS

In addition to the records indicated in API Spec 5L, the Manufacturer shall retain the records of all additional tests and calibration records mentioned in this specification including the hard copy records of ultrasonic testing carried out on pipe/coil as well as pipe ends.

14 (New)

PRODUCTION REPORT

The Manufacturer shall provide one electronic copy and six hard copies of production report in English language indicating at least the following for each pipe. International system of units (SI) shall be adopted.

- Detail of Billet/ Bloom (Heat-wise)
- Pipe Number
- Heat number from which pipe is produced
- Pipe length and weight
- Pipe grade
- Consignment details.

The Manufacturer shall provide one electronic copy and six hard copies of acceptance certificates which shall include the results of all tests required as per this specification and performed on delivered material giving details of, but not limited to, the following:

- All test certificates as per clause 10.1.3 of API Spec 5L and as modified herein.
- Certified reports of dimensional inspection, surface imperfections & defects.
- Data on test failures, rejected heats/lots, etc.
- All other reports and results required as per this specification.
- Copy of final inspection report with MTC.
- Description and disposition of repairs.

The certificates shall be valid only when signed by the Purchaser's Representative. Only those pipes, which have been certified by the Purchaser's Representative, shall be dispatched from the pipe mill.

In the event of small quantities of pipes supplied against this specification, the production report may consist of only test certificates required as per clause 10.1.3 of API Spec 5L and as modified herein and other test reports/results required as per this specification.

15 (New)

Online Pipe Tracking Data

Additionally, the manufacturer shall establish and follow procedures for maintaining heat and lot identity of all pipes during production. Also, it is required to have traceability of each day production.

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In order to establish traceability of pipes, the system should have minimum of following information:

- Heat/ Billet/ Bloom number
- Traceability of pipe at each station
- Final status of pipe
- Reason for each rejection

16 (New)

Pipe Loading

The manufacturer/coater/supplier shall submit calculations and sketch for loading / unloading & stacking of Bare/Coated pipes at all points, e.g. warehouse/ pipe-yard (ex-works), loading and transportation on trailers, etc. as per API RP 5LT (latest edition).

In addition to the above, foreign manufacturers/coaters/suppliers shall submit calculations and sketches for loading/unloading, stacking & transportation by ship/barge as per API RP 5LW (latest edition).

17 (New)

INSPECTION OF FIELD TESTS & WARRANTY

Purchaser shall be reimbursed by Manufacturer for any pipe furnished on this order that fails under field hydrostatic test if such failure is caused by a material/manufacturing defect in the pipe. The reimbursement cost shall include pipe, labor and equipment rental for finding, excavating, cutting out and installation of replaced pipe in position. The field hydrostatic test pressure will not exceed that value which will cause a calculated hoop stress equivalent to 95 percent of specified minimum yield strength.

In case Manufacturer so desires, he will be advised at least two weeks in advance so that his Representative may witness the hydrostatic test in field, however, the testing and leak (if any) finding and repair operation shall not be postponed because of absence of the Manufacturer's Representative.

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Annex B

Manufacturing Procedure Qualification for PSL 2 Pipe

B.1 INTRODUCTION

- B.1.1 This annex specifies additional provisions that apply for the PSL 2 pipes ordered as per this specification.
- B. 1.2 Two lengths, each of completely finished pipes from two different heats (i.e. a total of four pipe lengths) shall be selected at random for testing as per clause B.5.1 of this specification to verify that the manufacturing procedure results in the quality of pipes which are in complete compliance with this specification. The pipes thus tested shall be considered to be the test pipes required per heat or per lot as per relevant clauses of this specification.

These manufacturing procedure qualification tests (MPQT) shall be repeated upon any change in the manufacturing procedure as deemed necessary by Purchaser's Representative. The manufacturing procedure qualification tests shall be carried out on pipes for each wall thickness, each diameter and each grade of steel.

B.1.3 Verification of the manufacturing procedure shall be by qualification in accordance with clause B.3, B.4 and B.5 of API Spec 5L and as modified herein.

Note: In the event of small quantities of pipes ordered against this specification, like those for bends and other similar applications, as specifically called out in the Purchase Order, the manufacturing procedure qualification test as per clause B.5.1 of this specification shall not be carried out. Pipes in such case shall be accepted based on regular production tests. However, waiver of MPQT for any item shall be specifically as per instruction in Material Requisition (MR).

B.3 CHARACTERISTICS OF THE MANUFACTURING PROCEDURE SPECIFICATION

Before pipe production commences, Manufacturing Procedure Specification (MPS) for manufacturing of pipes and Statistical process control charts shall be prepared by pipe manufacturer (including all information as per clause B.3 a), b) and f) of API Spec 5L) and submitted for approval of the Purchaser.

B.5 MANUFACTURINGPROCEDURE QUALIFICATION TESTS (MPQT)

- B.5.1 For the qualification of the manufacturing procedure, all tests & inspections specified in Table 18 and clause B.5.2 of this specification shall be conducted on all the pipes selected for testing as per clause B. 1.2 of this specification.
- B.5.2 The Manufacturer shall submit to Purchaser a report giving the results of all tests mentioned below. The report shall be agreed and signed by Purchaser's Representative, prior to start of regular production.

The various tests to be conducted on each pipe shall be as follows. The test method

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and acceptance values shall be as per this specification unless specified differently in this Annex.

a. Visual Examination

All pipes shall be examined visually for dimensional tolerances and apparent surface defects.

b. Ultrasonic Examination

All pipes shall be examined ultrasonically by automatic ultrasonic equipment.

c. Mechanical Properties

The mechanical properties of all pipes shall be tested and shall meet the requirements of this specification. Purchaser's Representative will select the places in pipe from where the test pieces shall be extracted.

The following tests shall be conducted:

i. Tensile test

Tensile tests as per note b & c of Table 20 shall be conducted on:

- Two (2) transverse test pieces from base material
- Two (2) longitudinal test pieces from base material

ii. Fracture toughness testing

Four (4) sets of three transverse specimen shall be extracted from base metal. Test pieces shall be tested at - 40°C, - 10°C, 0°C and + 20° C for shear area and absorbed energy to produce full transition curve. The minimum average (set of three test pieces) shear fracture area at the test temperature specified in clause 9.8.2 of this specification shall be complied with. For other temperatures, the value shall be for information only.

iii. <u>Hardness Test</u>

Hardness test shall be conducted on selected pipes as per requirement of clause 10.2.4.8 of this specification.

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d. Burst Test (New)

Burst Test shall be done on each grade of pipe for each size on lowest thickness at the time of first day production test. Burst pressure & location of failure shall be recorded. Technical audit shall be carried out by OWNER / OWNER'S representative during manufacturing.

Burst pressure of the subjected pipe shall not be less than the calculated burst pressure based on the minimum actual Ultimate Tensile Strength of the subjected pipe.

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Annex C

Treatment of surface imperfections and defects

C.I TREATMENT OF SURFACE IMPERFECTIONS

Surface imperfection not classified as defect as per this specification shall be cosmetically dressed-out by grinding.

C.2 TREATMENTOF DRESSABLE SURFACE DEFECTS

C.2.3 Complete removal of defects shall be verified by local visual inspection and by suitable non-destructive inspection. To be acceptable, the wall thickness in the ground area shall be in accordance with clause 9.11.3.2 of this specification.

C.3 TREATMENT OF NON-DRESSABLE SURFACE DEFECT

Pipes that contain non-dressable surface defects shall be given one or more of the following dispositions.

- a) Deleted
- b) The sections of the pipe containing the surface defects shall be cut off, within the limits on length.
- c) The entire pipe length shall be rejected.

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Annex E

Non-destructive inspection for other than sour service or offshore service

The Purchaser reserves the right to depute its Representative(s) to perform inspection and witness tests in all phases of manufacturing and testing starting from steel making to finished line pipe ready for shipment. Manufacturer shall comply with the provisions regarding inspection notice, plant access, compliance and rejection mentioned in the Annex Q (New) of this specification. The Manufacturer shall give the Purchaser reasonable notice of the starting date of normal production and the work schedule. Any action or omission on part of Purchaser's Representative shall not relieve the Manufacturer of his responsibility and obligation to supply material in strict accordance with this specification.

E. 1 QUALIFICATION OF PERSONNEL

E.1.1 All personnel performing NDT activities shall be qualified in the technique applied, in accordance with latest edition of ISO 9712, ISO 11484 or ASNT No. ASNT-TC-1A or equivalent.

All NDT shall be performed in accordance with written procedures. These procedures shall have prior approval of the Purchaser.

Inspector Qualification

Acceptable qualification for NDT inspectors shall be as specified below:

(i) For UT

For UT, at least one Level III qualified inspector shall be available to the mill for overall supervision. Level III inspectors shall be ASNT Level III or ACCP Professional Level III and certified in applicable method.

A level II inspector is required for shift supervision and calibration of all systems (both manual and automated).

(ii) For all other NDT methods

Evaluation of indications

Level # & Level III inspector

Shift Supervisor

Level II inspector

E.3 METHODS OF INSPECTION

E.3.1 General

E.3.1.1 All seamless pipes shall be non-destructively inspected for full length (100%) in accordance with applicable method given in Table E.2 of API Spec 5L using automatic ultrasonic equipment in accordance with clause E.5 of API Spec 5L and as modified in this specification.

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E.3.3 Pipe End Inspection-SMLS pipe

- E3.3.1 Pipe ends not covered by automatic ultrasonic equipment shall be inspected by manual ultrasonic equipment with same sensitivity and capability as automatic equipment, or, such non-inspected pipe end shall be cut-off. Records in accordance with E.5.4 of API Spec 5L shall be maintained.
- E3.3.2 Ultrasonic inspection in accordance with ISO 10893–8 shall be used to verify that the 50 mm (2.0 in) wide zone at each pipe end is free of such laminar defects. Pipe ends not covered by automatic ultrasonic equipment shall be either cut—off or inspected by manual ultrasonic equipment with same sensitivity and capability as automatic equipment.
- E3.3.3 Any lamination or inclusion either extending into the face or bevel of the pipe or present within 50 mm of pipe ends is classified as defects and treated in accordance with clause E.10 (e) or (f) of API Spec 5L.
- E3.3.4 Bevel face of each pipe end shall be magnetic particle inspected for the detection of (New) laminar imperfections in accordance with ISO 10893-5.

E.5 ULTRASONIC AND ELECTROMAGNETIC INSPECTION

E.5.1 Equipment

E.5.1.3(New) In addition to the API Spec 5L requirements, all automatic ultrasonic equipment shall have an alarm device, which continuously monitors the effectiveness of the coupling. The equipment for the automatic inspection shall allow the localization of both longitudinal and transverse defects corresponding to the signals exceeding the acceptance limits of the reference standard. The equipment shall be fitted with a paint spray or automatic marking device and alarm device for areas giving unacceptable ultrasonic indications. All ultrasonic testing equipment shall be provided with recording device.

E.5.2 Ultrasonic and electromagneticinspection reference standards

- E.5.2.1 The reference standard (calibration pipe) shall have the same specified diameter and wall thickness as specified for the production pipe being inspected.
- E.5.2.2 Reference standards shall be of sufficient length to permit calibration of ultrasonic inspection equipment at the speed to be used in normal production.

The reference standard (calibration pipe) shall also be of the same material, type and have the same surface finish and heat treatment as the pipe being inspected.

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E.5.2.3 Reference standards

E.5.2.3.1 Reference standards for PSL2 SMLS pipe: (New)

Reference standard shall contain as reference indicators i.e. machined notches as given in Table E.7 of this specification.

Table E.7 of API Spec 5L stands replaced by Table E.7 of this specification

Table E.7 — Reference indicators

	R	eference indicators	
ltem	Number of notche	s and orientation	
	OD	ID	Notch Type ^b
PSL2 SMLS pipe	pe 1L	1L	N5
b) Dimensions of I	cates the orientation of the Notch type N5 shall be 0.0), where, 't' is the specified tch depth or ± 0.05 mm. wh	5 t × 50 mm x 1 mm (De wall thickness. The depth	pth x maximum Lengt

E.5.2.3.2 Reference standards for pipe body UT: (New)

Reference standard for the ultrasonic inspection of coil or pipe body (except the coil edges/pipe ends) shall contain continuous machined notch of following dimension:

- a) width, w : 8 mm, with a tolerance +0.8/ 0.0 mm
- b) depth, d = 0.25 t < d < 0.5 t, where is the specified wall thickness

Reference standard for the ultrasonic inspection of pipe ends shall have 6.4 mm ($^{1}/_{4}$ inch) diameter FBH of a depth 0.5 t, where 't' is the specified wall thickness.

E.5.3 Instrument standardization

- E.5.3.2 The instrument shall be calibrated with appropriate reference standard (refer E.5.2 of API Spec 5E and as modified herein) at following intervals:
 - Once at the beginning of each operating shift (12 hours maximum).
 - Once in between of each operating shift i.e. 3 hrs to 4 hrs after the first
 - Every time there is change in probes or working condition of the UT machine.
 - Every time the running of the system gives rise to doubts on its efficiency.

If during the above calibration verification, it is found that the equipment has not functioned satisfactorily in the opinion of the Purchaser's Representative, all the pipes

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or coils already inspected after the previous verification shall be inspected again at Manufacturer's cost.

E. 5.5 Acceptance limits

E.5.5.4 For all examination types, indications exceeding the acceptance limit signals are unacceptable. For lamination detection in seamless pipe body and pipe ends, the acceptance limits shall be based on the lamination size and frequency as given below:

Any lamination in the body of the pipe exceeding both of the following is considered a defect:

- a) Greater than or equal to 12.0 mm in the minor dimension
- b) Greater than or equal to 5000 mm² in area.

E.5.6 Disposition of defects found by ultrasonic and electromagnetic inspection

Disposition of any imperfection in pipe that produces an indication greater than the acceptable limits as specified in this specification shall be classified as defect and shall be given disposition as specified in (e) or (f) of E.10 of API Spec 5L.

E.7 RESIDUAL MAGNETISM

- E.7.2 The longitudinal magnetic field shall be measured on all sizes of pipes. Measurement on pipe in stack shall not be considered valid...
- E.7.3 Measurements shall be made using Hall effect gauss-meter only.
- E.7.4 Measurements shall be made on each end of a pipe for 5% of the pipes produced but at least once per 4 hr per operating shift (12 hrs maximum).
- E.7.6 Four readings shall be taken approximately 90° apart around the circumference of each end of the pipe. The average of the four readings shall not exceed 2.0 mT (20 gauss) and no single reading shall exceed 2.5 mT (25 gauss). All residual magnetism measurements shall be recorded.

E.10 DISPOSITION OF PIPES CONTAINING DEFECTS

c) The repaired area shall be 100% rechecked by magnetic particle or ultrasonic inspection to ensure complete removal of defects. However for repair of cosmetic type of defects, MPI may not be conducted if so directed by Purchaser's Representative on case to case basis. The pipes having a thickness less than the minimum allowed in accordance with this specification, after repair by grinding shall be treated for disposition in accordance with (e) or (f) of clause E. 10 of API Spec 5L.

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Annex Q (New)

Purchaser Inspection

Q.1 INSPECTION NOTICE

Advance notice shall be given by the manufacturer prior to the start of production to the purchaser to inspect/ witness the manufacturing activities including tests.

Q.2 PLANT ACCESS

The inspector representing the purchaser shall have unrestricted access, at all times while work of the contract of the purchaser is being performed, to all parts of the manufacturer's works that will concern the manufacture of the pipe ordered. The manufacturer shall afford the inspector all reasonable facilities to satisfy the inspector that the pipe is being manufactured in accordance with this specification. All inspections should be made at the place of manufacture prior to shipment, unless otherwise specified on the purchase order, and shall be so conducted as not to interfere unnecessarily with the operation of the works.

Q.3 COMPLIANCE

The manufacturer is responsible for complying with all of the provisions of this specification. The purchaser may make any investigation necessary to be satisfied of compliance by the manufacturer and any reject any material that does not comply with this specification.

Q.4 REJECTION

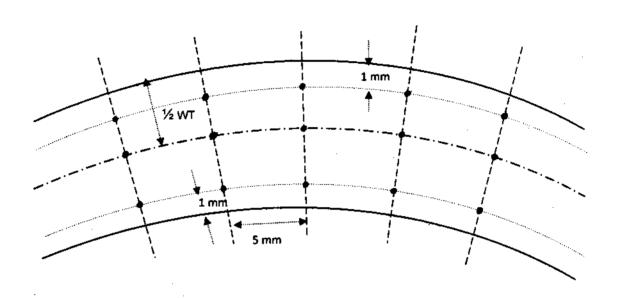
If the Purchaser Representative refects pipes repeatedly for any recurring cause, this shall be adequate reason to refuse final inspection of subsequent pipes until the cause has been investigated and corrective action taken by the Manufacturer.

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Notes:

1. Number of hardness measurement required on each specimen shall be min. 12 at the dotted lines intersection locations

FIGURE: 10.2.4.8

LOCATIONS FOR HARDNESS MEASUREMENT

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Rev.:1 Edition:2

SPECIFICATION FOR 3-LAYER POLYETHYLENE COATING OF LINEPIPES

SPECIFICATION NO.: MEC/TS/05/21/014



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PREPARED BY:	CHECKED BY:	APPROVED BY:	ISSUE DATE :
(Sachin Kumar, Mgr.)	(Sachin Singhal, Sr. Mgr.)	(K. P. Singh, GM)	June 2020

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AMENDMENT STATUS

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1.0 SCOPE

This specification covers the minimum requirements for supply/ arrangement of all materials, plant, equipment, plant sites, consumables, utilities and application including all labour, supervision, inspection and tests etc. for application of external anti-corrosion coating of pipes by using 3 Layer Side Extruded Polyethylene Coating conforming to ISO 21809-1: 2018, 'Petroleum and Natural, Gas Industries – External Coatings for Buried or Submerged Pipelines used in Pipeline Transportation System – Part 1: Polyolefin Coatings' and the requirements of this specification.

2.0 REFERENCE DOCUMENTS

2.1 Reference has also been made to the latest edition of the following standards, codes and specifications. The edition enforce at the time of floating the enquiry shall be termed as latest edition.

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•	ISO 21809-1: 2011	:	Petroleum and Natural, Gas Industries – External Coatings for Buried or Submerged Pipelines used in Pipeline Transportation System – Part 1: Polyclefin Coatings.
•	ASTM D-149	1	Standard Test Methods of Dielectric Breakdown voltage and Dielectric strength of solid electrical insulating materials at commercial frequencies.
•	ASTM D-257		Standard Test Methods for D-C Resistance or conductance of insulating materials.
	ISO 15512	:	Plastics - Determination of water content.
•	150 527-2	;	Plastics —Determination of tensile properties — Part 2: Test conditions for moulding and extrusion plastics.
•	ISO 527-3	•	Plastics —Determination of tensile properties — Part 3: Test conditions for films and sheets.
•	ASTM D-792	:	Standard Test Method of Specific Gravity and Density of Plastics by Displacement.
•	ASTM D-1238	*	Test Method for Flow Rate of Thermoplastics by Extrusion.
٠	ISO 306		Plastics — Thermoplastic materials — Determination of Vicat softening temperature (VST)
	ASTM D-1603	:	Test Method for Carbon Black in Olefin Plastics.

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•	ASTM D-1693 of Ethylene Plastics.		Test Method for Environn	nental Stress Cracking
	ISO 868	1	Plastics and ebonite indentation hardness by n (Shore hardness).	
:•	API RP 5L1	1	Recommended Pract Transportation of Linepipe.	ice for Railroa
•	API RP 5LW	:	Transportation of Line marine vessels.	Pipe on barges and
	API RP 5LT		Recommended Practice f of Line Pipe.	or Truck Transportatio
***	DIN EN 10204		Metallic Products – Documents.	Types of Inspection
	ISO 1133	*	Plastics — Determination rate (MFR) and the melt vol thermoplastics.	
a	ISO 8501-1:		Preparation of steel subsi- of paints and related product of surface cleanliness — Pat preparation grades of uncoal of steel substrates after over coatings.	ts — Visual assessmen art 1: Rust grades and ted steel substrates and
	ISO 8502-3		Preparation of Steel Application of Paints and Rela Assessment of Dust on Stee Painting (Pressure Sensitive T	el Surfaces Prepared fo
	190 11124	ť	Preparation of Steel Application of Paints and Rela	
	ISO 11357		Plastics — Differential sca	nning calorimetry (DSC
	APL 5L		Specification for Line Pipe	е
	ASME B 31.8	:	Gas Transmission and Distril	bution Piping Systems
o	ASME B 31.4		Liquid Transportation syste Liquid petroleum Gas Anh Alcohols	

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- 2.2 The Applicator shall be familiar with the requirements of these documents and shall make them readily available at the coating plant to all persons concerned with carrying out the works specified in this specification.
- 2.3 In case of conflict between the requirements of this specification, ISO 21809 —1 and the codes, standards and specifications referred in clause 2.1 above, requirements of this specification shall govern.

3.0 PLANT SCALE AND INSTALLATION

- 3.1 Applicator shall size coating plant(s) after evaluating the scale of work and the time schedule required for the works. Coating plant(s), both new and existing shall be installed into a yard whose geometry and dimensions are such as to allow the execution of a continuous work schedule. For this purpose the Applicator shall ensure non-stop work execution owing to prohibitive adverse weather conditions and install requisite equipment and plant in roofed and adequately weather protected areas.
- 3.2 Plant equipment, machinery and other facilities shall be in first class operating condition to at least meet the job requirements of quality and production. Worn out and improvised plants are not acceptable.
- 3.3 The Applicator shall, at his own responsibility and cost, provide and prepare all necessary area for the storage of bare and coated pipe and all other materials, for coating yard, stock-piling and other temporary installation. For each area, Applicator shall provide necessary agreements as required with the land Owner(s) / relevant Authorities, and, on work completion, to dean, restore and pay servitude and claims for damages, as applicable.
- 3.4 Plant shall have pipe internal blow-out and debris collection system to remove loose scale dirt and abrasive from the pipe interior.
- 3.5 The air used for the fluidization of epoxy powder shall be free from moisture. For this purpose dehumidifiers and/ or air dryer, as necessary shall be provided along with necessary monitoring and control system. Fluidized bed shall have magnets adequate to remove iron and steel shaving contaminant from recycled powder.
- 3.6 Applicator shall at its own responsibility and cost, provide for water and power supply and other utilities and consumables and obtain authorisation regarding access roads and other permits required for the execution of works conforming to all the requirements of the governing authorities.
- 3.7 Applicator shall at its own expense provide a fully equipped laboratory and test facilities with adequate inventory to carry out tests required for the procedure qualification and during regular production. Outside testing for qualification and regular production is not acceptable to COMPANY.

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3.8 The Applicator shall be fully responsible for adherence to all statutory regulations applicable for handling and disposal of the hazardous chemicals during the coating works.

The Applicator shall be responsible for obtaining all statutory approvals/ clearances from relevant Authorities including Pollution Control Board, as applicable for the coating plant(s).

4.0 COATING CLASSIFICATION

4.1 General

3.9

The three layer coating as per this specification shall correspond to coating Class B of ISO 21809-1: 2018 and shall be suitable for design temperature range of (—) 29 °C to (+) 80 °C.

4.2 Coating thickness

Minimum overall thickness of finished coating shall be as per Table 1 below:

Table 1— Minimum thickness of finished coating

Pipe Size	Minimum Coating	Thickness (mm)
(Specified Outside Diameter)	Standard	Severe
≤10 ¾" (273.1 mm)	2.5	3.2
≥12 ¾" (323.9 mm) to ≤18" (457 mm)	2.8	3.5
≥20" (508.0 mm) to ≤30" (762 mm)	3.0	3.7
≥32" (813.0 mm)	3.5	4.2

All coating thickness readings must meet the minimum requirements. However, localized coating thickness of less than the permissible minimum thickness can be tolerated on the condition that it does not attain a total extent of more than 5 cm² per meter length of coated pipe, and the actual coating thickness does not drop more than 10% below the permissible minimum coating thickness at these locations.

5.0 MATERIALS

5.1 The three layer coating system shall comprise of a powder epoxy primer, grafted co-polymeric adhesive and a high density polyethylene (HDPE) topcoat. Coating materials shall be suitable for the service conditions and the pipe sizes involved. The coating materials i.e. epoxy powder, adhesive and polyethylene compound shall have proven compatibility. The coating system and materials shall be pre-qualified and approval COMPANY in accordance with provision Annexure-I of this specification. Applicator shall obtain prior approval from COMPANY for the coating system and coating of all materials.

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5.2 The coating materials Manufacturer shall carry out tests for all properties specified in Table 2, Table 3 & Table 4 for each batch of epoxy, adhesive and polyethylene compound respectively. In addition, the Manufacturer shall also furnish Infra-red Scan for each batch of epoxy powder. The coating materials manufacturer shall issue test certificates as per DIN EN 10204, 3.1 for each batch of materials supplied to Applicator and the same shall be submitted to COMPANY for approval prior to their use.

5.2.1 Properties of Epoxy Powder

The colour of epoxy powder shall be either green or dark red or any other colour approved by COMPANY except grey colour.

Epoxy properties shall meet the properties listed in Table 2 below:

Table 2 — Epoxy properties

SI.No.	Properties	Unit	Requirement	Test Method
Raw Mater	ial	0.11	,	
1.	Density	grant	Within ± 0.05 of the manufacturer's specified nominal value	150 21809-1 Annex M
2.	Gel time at 205° C ± 3° C	5	Within 20% of the nominal value specified by the manufacturer	ISO 21809-1 Annex 3
3.	Particle size	2	Within manufacturer's specification	ISO 21809-2 Annex A.6
4.	Moisture Content	% mass	≤ 0.5	ISO 21809-1 Annex K
5.	Minimum glass transition temperature (Tg ₂)	°C	≥ 95 and within manufacturer's specification	150 21809-1 Annex D
6.	Infrared scan	% transmittance	As per manufacturer's specification	-
s Applied				
7.	Hot water adhesion 24 h@65 °C		Rating of 1 to 2	ISO 21809-2 Cause A16
8.	Hot water adhesion 28 d @ 65 °C (*)		Rating of 1 to 3	ISO 21809-2 Cause A 16
9.	Flexibility at 0 °C		No cracking, tears, disbondment or delamination at 2.0° ppd length	ISO 21809-2 Clause A.13
10.	Impact resistance at 0 °C	3	≥1.5	ISO 21809-2 Clause A.14

^(*) In case the raw material manufacturer produces batch report for Hot water adhesion test of epoxy as under testing, in that case coating applicator shall produce to the company the final results just after completion of 28 days of the test start date.

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5.2.2 Properties of Adhesive Material

Grafted Co-polymeric adhesive material shall meet the properties listed in Table 3 below:

Table 3 — Grafted Co-Polymeric Adhesive material properties

SI.No	Properties	Unit	Requirement	Test Method
Raw Mate				***************************************
1.	Density	glani	≥ 0.93 and within manufacturer's specification	ISO 1183
2.	Melt flow rate	g/10 minutes	≥ 1.0 and within manufacturer's specification	ISO 1133
3.	Water Content	%	≤ 0.1	ISO 15512
As nAppli	ed			
4.	Elongation at break at 23°C±2°C	%	≥ 600	ISO 527-2
5.	Tensife yield strength at 23°C ± 2 °C	MPa	≥8	ISO 527-2
6,	Vicat softening temperature A/50 (9.8 N)	₽C	≥ 100	ISO 306
7.	Flexural Modulus	MPa	≥ 350	ASTM D790

5.2.3 Properties of Polyethylene Compound

The top coat polyethylene used shall be black readymade compound, fully stabilized against influence of ultraviolet radiation (.e. sunlight), oxygen in air and heat (due to environmental temperature up to +80° C). No visible changes shall occur during exposure to such environments up to at least a period of 8500 hours. The Applicator shall submit certificate from Manufacturer in this regard.

PE material shall meet the properties listed in Table 4 below:

Table 4 - PE (top coat) material properties

SI.No	Properties	Unit	Requirement	Test Method
Raw Mate				
1.	Density	g/ani	≥ 0.94 and within manufacturer's specification	ISO 1183
2.	Melt flow rate	g/10 minutes	≥ 0.25 and within manufacturer's specification	ISO 1133
3.	Water Content	%	≤ 0.05	ISO 15512
4.	Carbon black content	%	≥ 2	ASTM D1603
5.	Melting point	€	≥ 120	ISO 3146





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6.	Hardness	ShoreD	≥ 55	150 868
7.	Elongation at break at 23°C±2°C	%	≥ 600	ISO 527
8.	Tensile yield strength at 23°C ± 2 °C	MPa	≥ 17	ISO 527
9.	Vicat softening temperature A/50 (9.8 N)	T	≥ 110	ISO 306
10.	Environmental Stress Cracking Resistance (ESCR) (50°C, F50, cond. 8)	h	≥ 300	ASTM D1693
11.	Oxidative induction time (intercept in the tangent method) in oxygen at 220°C, Aluminium pan, no screen	minute	≥ 10	150 11357
12.	UV resistance and thermal Ageing (*)	%	ΔMFR ≤35	ISO 21809-1 Annex G
13.	Thermal Ageing (*)	%	ΔMFR ≤35	DIN 30670 Annex L
14.	Indentation (mass 2.5 kg)	m.m.	≤ 0.2 @ 20 °C ≤ 0.4 @ 80 °C	ISO 21809-1 Annex F
15.	Impact resistance	J/mm	≥7	ISO 21809-1 Annex E
15.	Valume Resistivity @ 23°C ± 2 °C	Ohm-cm	≥ 10 ⁴⁶	ASTM D257
17.	Dielectric withstand, 1000 Volts/second rise @ 23°C ± 2°C	V/mm	≥ 30000	ASTM D149

- (*) Test carried out in an independent laboratory of national/ international recognition on PE top coat is also acceptable. Certificate shall be valid for 3 years.
- 5.3 In addition to Manufacturer's certificate, the Applicator shall draw samples from each batch of epoxy, adhesive and polyethylene in the presence of COMPANY Representative and test for the following properties at the coating yard at least one week prior to its use, to establish compliance with the Manufacturer's certificates.

a) Epoxy Powder

- i. Gel Time
- ii. Cure time
- iii. Moisture content
- iv. Thermal Characteristics (Tgt/ TgG/ ΔΗ)

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b) Adhesive

Specific Gravity

ii. Melt Flow Rate

iii. Vicat Softening Point

iv. Water Content

c) Polyethylene

Melt Flow Rate

ii. Specific Gravity

iii. Vicat Softening Point

iv. Water Content

Thermal stabilization (as per ASTM D3895)

In case of failure of any of the above tests in a batch, that batch of material shall be tested for all other tests required as per Table 2, Table 3 & Table 4 including the tests which failed. If all tests pass, the batch shall be accepted for coating. If any of the tests fail, entire batch of material shall be rejected and shall not be used for the coating.

- 5.4 All materials to be used shall be supplied in sealed, damage free containers and shall be suitably marked and identifiable with the following minimum information:
 - a. Name of the manufacturer
 - b. Type of material
 - c. Batch Number
 - d. Place and Date of Manufacture
 - e. Shelf Life/ Expiry Date/ 'use by' date (if applicable)
 - f. Quantity
 - Temperature requirement for transportation and storage

All materials noted to be without above identification shall be deemed suspect and shall be rejected by COMPANY. Such materials shall not be used for coating and shall be removed from site/ store and replaced by Applicator at its expense.

In case manufacturer does not provide all the details on packing itself, in that case information on packaging must have correlation with MTC/Batch Test Certificate with all the required information.

- 5.6 Applicator shall ensure that all coating materials properly stored in accordance with the Manufacturer's recommendation at all times, to prevent damage and deterioration in quality prior to use.
- 5.7 Applicator shall be required to use all materials on a date received rotation basis, i.e. first in-first used basis.

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6.0 MEASUREMENT AND LOGGING

Vendor shall maintain records in computer using MS ACCESS database Software containing all the relevant data of individual pipe and pipe coating including pipe number, heat number, diameter, length, wall thickness, defects, coating number, batches of materials, sampling, testing, damages, repairs, rejects and any other information that Owner considers to be relevant and required for all incoming bare pipes and Owner approved outgoing coated pipes as applicable. Vendor's documentation shall be designed to ensure full traceability of pipe and coating materials through all stages of coating and testing. Vendor shall submit this information in the form of a report at the agreed intervals. The above data shall also be provided in MS ACCESS format in Compact Disc (CD). Vendor shall provide one Computer Terminal to Owner Representative for monitoring/tracking of the above. The Vendor shall also submit the material balance details to Owner for information at the end of each shift.

7.0 COATING PROCEDURES AND QUALIFICATION

Properties of coating system and as-applied coating material shall comply the requirements indicated in Table 5 of this specification. In case the coating / material properties are tested as per test methods/ standards other than specified herein below, the same may be accepted provided the test procedures and test conditions are same or more stringent than the specified.

- 7.1 Upon the award of the CONTRACT, the Applicator shall submit within two(2) weeks, for COMPANY approval, a detailed report in the form of bound manual outlining, but not limited to the following:
 - Details of plant(s), locations, layout, capacity and production rate(s).
 - Details of the equipment available to carry out the coating works including surface preparation, epoxy powder application and its recycling system, adhesive & polyethylene extrusion, moisture control facilities available for coating materials.
 - Details of process control and inspection equipment required for the coating process such as temperature control, thickness control, holiday testers, etc.
 - Details of chemicals pre-treatment facilities including process control and inspection equipment for phosphoric acid wash, de-ionised-ionised water wash and chromate wash.
 - Facilities in the yard for unloading, handling, transport, production, storage, stockpiling, loading of bare and coated pipes and warehouses for storage of other coating materials.
 - f Plant Organisation Chart and availability of manpower including coating specialist.
 - Details of utilities/facilities such as water, power, fuel, access roads and communication etc.

After approval has been given by COMPANY, no change in plant set-up shall be made. However, unavoidable changes shall be executed only after obtaining written approval from COMPANY.

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7.2 At least two(2) weeks prior to the commencement of production coating, a detailed procedure of Applicator's methods, material proposed, etc., shall be formulated by Applicator and submitted for COMPANY's approval in the form of a bound manual. The procedure shall include, but not limited to the following information and proposals:

- Pipe inspection at the time of bare pipe receipt and Procedure for pipe tracking.
- Steel surface preparation, including preheating, removal of steel defects, method of pipe cleaning, dust removal, abrasive blast cleaning and surface profile, methods of measurements and consumables.
- c. Complete details of chemical pre-treatment viz phosphoric acid wash, deionised water wash, and chromate wash including product data sheets, health and safety sheets and manufacturer's recommended application procedure.
- d. Pipe heating, temperatures and control prior to epoxy application.
- Complete details of raw materials including current data sheets showing values for all the properties specified together with quality control and application procedure recommendation from manufacturer(s).
- Application of FBE powder, adhesive and polyethylene, including characteristics, temperature, line speed, application window, curing time, etc.
- Quenching and cooling, including time and temperature.
- Quality assurance system, Inspection and test plan and reporting formats, including instrument and equipment types, makes and uses etc.
- Detailed method of repair of coating defects duly dassified depending upon nature and magnitude of defects and repairs thereof including coating stripping technique.
- Details of instrument and equipment calibration methods including relevant standards and examples of calibration certificates.
- Complete details and inventory of laboratory and equipment for procedure qualification and regular production.
- Pipe handling and stock piling procedures and
- Sample of recording and reporting formats, including laboratory reports, certificates and requirement as per requirement of this specification.
- Complete details of test certificates for raw materials including test methods and standards used.
- Test certificates from PE compound manufacturer for tests for thermal aging coating resistivity and aging under exposure to light. These test certificates

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shall not be older than three years.

- Health, safety and environment plans.
- Storage details of coating materials and chemicals.
- Continuous temperature monitoring at various stages of coating.
- Procedure for preparation of coating cutback area.

Procedure Qualification Tests (PQT) shall be carried out only after obtaining written approval of the above procedure from COMPANY. No change in the procedure shall be made after approval has been given by the COMPANY. However, unavoidable changes shall be executed only after obtaining written approval from COMPANY.

7.3 Procedure Qualification Tests

- 7.3.1 Prior to start of production, the Applicator shall, at his expense, carry out a coating PQT for each pipe diameter on max. wall thickness, for each type of pipe, for each coating material combination, and for each plant, to prove that his plant, materials, and coating procedures result in a quality of end product conforming to the properties stated in Table 5 of this specification, relevant standards, specifications and material manufacturer's recommendations. Applicator shall give seven (7) working days notice to witness all procedures and tests.
- 7.3.2 Procedure Qualification Tests (PQT) shall be carried out only after obtaining written approval of the above procedure from Company. No change in the procedure shall be made after the Company has given approval. However, unavoidable changes shall be executed only after obtaining written approval from Company.
- 7.3.3 A batch representing a normal production run, typically fifteen (15) pipes, shall be coated in accordance with the approval coating procedure and the coating operations witnessed by COMPANY Representative. Out of these pipes, at least one pipe shall be coated partly with epoxy and partly with both epoxy and adhesive layers.
- 7.3.4 At least 5 (five) test pipes shall be selected by Company Representative for coating procedure approval tests and shall be subjected to procedure qualification testing as described hereinafter. All tests shall be witnessed by COMPANY's representative. Out of 5(five) test pipes 1(one) pipe shall be coated partly with epoxy and partly with both epoxy and adhesive layers. Remaining 4(four) test pipes shall be coated with all three layers.

7.4 Properties of the applied coating system

Properties of the applied coating system and different in-process application parameters shall meet the minimum requirements with their test frequencies as per Table 5 below:

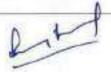
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Table 5

SI.	Properties	Requirement	Test Method	Test Frequency	
No.		. 80		PQT	Regular
I	Epoxy Layer				
1.	Pipe feed speed	As per approved procedure	As per approved procedure	Each pipe	Continuous Monitoring *
2.	Air pressure in epoxy spray guns	As per approved procedure	As per clause 9.2.5 & 9.2.8 of this specification	Each pipe	Continuous monitoring 8 recording
3.	Induction coil setting	As per approved procedure	As per approved procedure and clause 9.1.2 of this specification	Each pipe	Continuous monitoring ³
4.	Pipe surface temperature	As per clause 9.1.3 of this specification	As per clause 9.1.3 of this specification	Continuous monitoring & recording	Continuous monitoring 8 recording
5,	Minimum epoxy layer thickness (DFT)	≥ 200 µm	1SO 2808 e)	One pipe (1)	once/shift ⁹
6.	Degree of Cure - Percentage Cure, AH - ΔT _q	95% ≤ 5°C	ISO 21809-1 Annex D and clause 10.9 of this spec.	4 samples on one pipe (0,10)	once/shift ^{b)}
7.	Holiday detection (test voltage set to exceed 5V per µm of epoxy thickness	No holidays	ISO 21809-2, Cl. No. 10.2.3.6.1	One Pipe ^{d)}	Not required
8.	Dry adhesion test	Rating 1 or 2	ISO 21809-2 Clause A.4 & clause 10.10 of this spec.	One Pipe	once/shift
9.	Cross-section porosity	≤ compared with Fig. A.11 of ISO 21809-2	ISO 21809-2 Clause A.12	One Pipe ⁴⁾	Not required
10.	Interface porosity	≤ compared with Fig. A.12 of ISO 21809-2	ISO 21809-2 Clause A.12	One Pipe ^{d)}	Not required
11.	Hot water adhesion 24 h @ 65 °C	Rating of 1 to 3	ISO 21809- 2, Clause A.16	One Pipe	Not required
12.	Flexibility at 0 °C	No cracking, tears, disbondment & delamination at 2.0° ppd ength	ISO 21809-2, Clause A.13	One Pipe d	Not required
11	Adhesive Layer	V			
13.	Minimum thickness	≥ 200 µm	ISO 2808 ^{e)}	One pipe d)	once/shift ⁿ





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SI.	Properties	Requirement	Test Method	Test Frequency	
No.	10		THE PARTY CANADA	PQT	Regular
14.	Extrusion temperature of adhesive	As per approved procedure	As per clause 9.2.6 of this specification	Continuous monitoring & recording	Continuous monitoring & recording
III	PE Layer				
15.	PE extrusion temperature	As per approved procedure	As per approved procedure	Each pipe	Continuous monitoring & recording
16.	Coating thickness	Table 1 of this Specification (as mentioned in MR for Standard or Severe service)	ISO 2808 & clause 10.3 of this spec.	Each pipe	Each pipe h
17.	Tensile strength @ 23°C ± 2°C	≥ 17 MPa	ISO 527	One Pipe	Not required
18.	Air entrapment test	≤ 10% & as per clause 10.8 of this specification	As per clause 10.8 of this specification	2 samples from 4 pipes (1body + 1 weld, if there)	2 samples (1body + 1 weld, if there)/shift
19.	Elongation at break	≥ 400%	ISO 527-3/ ISO 527-2 & clause 7.6.2(d) of this spec.	6 samples each from 3 pipes	Once per PE batch
IV	All Three Layers		11 200 3100	200	
20,	Water quenching	As per approved procedure	As per approved procedure	Each pipe	Continuous monitoring & recording
21.	Visual inspection	As per clause 10.2 of this specification	Visual	Each pipe 100% surface area	Each pipe
22.	Holiday detection (test voltage shall be min. 25 kV & travel speed shall not exceed 300 mm/s)	As per clause 10.4 of this specification	As per ISO 21809-1, Annex B and clause 10.4 of this spec.	Each pipe 100% surface area	Each pipe 100% surface area
23.	Bond Strength (Peel Test) - @ 23±2°C - @ 80±2°C	≥ 15 N/mm ≥ 3 N/mm (No disbondment between steel & epoxy)	ISO 21809-1 Annex C, (clause C.2 or C.5 hanging mass) and	3 tests on each 4 pipes (at both ends & middle) ^{d)} [for both temperatures]	Every 15 for pipe ends (cutback portion) & 60 for middle of pipe. [for both temperatures
24.	Specific electrical coating resistance @ 23 °C ± 2 °C	≥ 10 ⁸ Ωm ²	Annex J of DIN 30670	One Pipe	Not required
25.	Impact Strength (min. of	≥ 7 J/mm of		3 pipes	2 pipes/

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SI.	Properties	Requirement	Test Method	Test Frequency	
No.	0	S		PQT	Regular
	30 impacts located equidistant on body along the length)	coating thickness (No breakdown allowed when tested at 25 kV)	ISO 21809-1 Annex E and clause 10.6 & 7.6.2(b) of this spec.	333740	shift ^{h)}
26.	Indentation Test - @ 23±2°C - @ 80±2°C	0.2 max 0.3 max	ISO 21809-1 Annex F and clause 10.7 & 7.6.2(c) of this spec.	2 samples from each 4 pipes ⁶ [for both temperatures]	2 pipes/ shift 1) [for both temperatures
27.	Cathodic Disbondment Test - @+65°C for 24 h; -3.5 V - @+23°C for 28 d; -1.5 V - @+80°C for 28 d; -1.5 V	≤ 7 mm ≤ 7 mm ≤ 15 mm (Average disbondment radius)	ISO 21809-1 Annex H and clause 10.11 & 7.6.2(e) of this specification	One pipe for each condition *)	Once/day (only 1 st condition i.e. @+65°C for 24 h; -3.5 V)
28.	Hot Water Immersion test	Avg. ≤ 2 mm & max. ≤ 3 mm, 48 hours	ISO 21809-1 Annex M and clause 10.12 & 7.6.2(f) of this spec.	One pipe	Once/day
29.	Flexibility	No cracking at an angle of 2.0° ppd length		One Pipe	Not required
30.	Hardness	≥ 55 Shore D	ISO 868	One Pipe	Not required
31.	Residual magnetism of line pipe	Avg. of the four readings ≤ 20 gauss & no single reading ≥ 25 gauss	Hall — effect Gaussmeter	4 readings on One pipe (approx. 90° apart around the circumference of both endsof the pipe)	Once/shift

Notes:

- a) Parameter shall be recorded at least once per shift.
- b) Lead pipe shall be subjected to this test and thereafter pipes shall be selected randomly by Company Representative during the middle of a shift. Suitable provisions/ arrangements as per the instructions of Company Representative shall be

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made by the Applicator for this purpose.

- c) Shift duration shall be maximum 12 hours.
- d) The value obtained from the test shall meet the specified requirement. None of the test value shall fail.
- e) Thickness shall be checked at every one metre spacing at 3, 6, 9 and 12 o'dock positions.
- f) Thickness of epoxy and achiesive shall be measured at the beginning of each shift and whenever the plant re-starts after any stoppage for compliance. Coating of epoxy and adhesive on portion of pipe required for this purpose, stripping and recoating of such partly coated pipes shall be at Applicator's expense.
- g) Epoxy film samples (minimum 4 no.) shall be scratched from the coated pipe. Care shall be taken to remove the samples of full film thickness avoiding inclusion of steel debris.
- h) Test shall be carried out at every change in batch of PE. Frequency of test may be reduced to one pipe per week depending upon the consistently acceptable results at the sole discretion of Company's Representative.
- f) Test shall be carried out at every change in batch of PE. Frequency of test may be reduced to one test each on 2 coated pipes per week at random, after 1 week of consistently acceptable results.
- () Test carried out in an independent laboratory of national/international recognition on PE topcost is also acceptable.
- k) In case of PQT necessitated for different pipe size with same coating material combination, 24 hours test shall only be conducted and 28 days test is not mandatory.
- If any one of these samples fails to satisfy the specified requirements, then the test shall be repeated on four more samples. In this case, none of the samples shall fail.

7.5 Qualification of Procedures

7.5.1 Epoxy Powder Application & Recycling

During pre-qualification, air pressure in the epoxy spray guns, satisfactory functioning of monitoring system, line speed vs coating thickness, etc. shall be established. Dew point of air used to supply the fluidised bed, epoxy spray system and epoxy recycling system shall be recorded during the PQT.

Also, the Applicator shall remove samples of reclaimed powder from the reclamation system. These of reclaimed powder shall be subject to a detailed visual examination, thermal analysis and moisture content tests. The properties of the reclaimed powder shall be within the range specified by the Manufacturer of epoxy powder. In case the properties of the reclaimed powder are out of the range specified by the Manufacturer, Applicator shall not the use the reclaimed powder during the regular production. he proportion of the reclaimed powder in the working mix shall not exceed 10% at any time.

7.5.2 Pipe Pre-Heating

The Applicator shall establish the temperature variation due to in-coming pipe temperature, line speed variation, wall thickness variation, emissivity, interruptions,

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etc. and document the same during the PQT stage. During PQT, proper functioning of pipe temperature monitoring and recording system including alarm/ hooter shall be demonstrated to the COMPANY Representative.

7.5.3 Surface Preparation

The procedure to clean and prepare the pipe surface shall be in accordance with the requirements of this specification. The ratio to shots to grits shall be established during procedure qualification testing, such that the resultant surface profile is not dished and rounded. The qualification shall be performed through a visual inspection, measurement of roughness and check of the presence of dust in the abrasive blast cleaned pipe surface.

7.5.4 Chemical Pre-Treatment

7.5.4.1 Phosphoric Acid Wash followed by De-ionised Water Wash

The procedure to apply the chemical pre-treatment viz. phosphoric acid wash followed by de-ionised water wash shall be in accordance with the recommendation of the manufacturer and shall result in intended cleaning requirements of this specification. Working solution preparation, maintaining concentration, application procedure including method of spreading, spreading rate, drying times, etc. depending upon the cleanliness/ temperature of the incoming pipe and the line speed shall be established. Temperature of the chemical, pipe pre-heat temperature vs line speed vs dwell time, rinsing procedure, testing & control, rectificatory measures, drying procedure etc. shall be clearly established during PQT. Also the quality of the deionised water shall be established during PQT.

7.5.4.2 Chromate Treatment

The procedure to apply the chromate treatment shall be in accordance with the recommendation of the manufacturer. Working solution preparation, maintaining concentration, application procedure including method of spreading, spreading rate, drying times, etc. depending upon the temperature of the incoming pipe and the line speed shall be established. Temperature of the chemical, pipe pre-heat temperature vs line speed, pipe heating after chromate application and time limit within which the pipe to be heated, testing & control, rectification measures, shall be clearly established during PQT.

7.5.5 Coating Application

The COMPANY Representative will check the correctness of each coating application operation, values of the main parameters of each operation, pre-heating pipe surface temperature prior to epoxy powder application temperature, line speed, fusion bonded epoxy curing time, temperature and flow rate of co-polymer adhesive and polyethylene etc. and the same shall be recorded. These values shall be complied with during regular production.

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7.6 Qualification of Applied Coating

7.6.1 Tests on pipe coated partly with epoxy and partly with epoxy & adhesive Layers

a. Degree of Cure

Epoxy film samples (min 4 Nos.) shall be scrapped from the coated pipe using hammer and cold chisel and the samples shall be taken for cure test using Differential Scanning Calorimatry (DSC) procedure. Care shall be taken to remove the samples of full film thickness avoiding inclusion of steel debris. Glass transition temperature differential (Δ Tg) and % cure (Δ H) shall comply the specified requirements.

b. Epoxy Layer Thickness

Epoxy layer thickness shall be checked at every one meter spacing at 3, 6, 9 and 12 o'clock positions. The thickness shall comply with the specified thickness requirements.

c. Adhesive Layer Thickness

Adhesive layer thickness shall be checked at every one meter spacing at 3, 6, 9 and 12 o'clock positions. The thickness shall comply with the specified thickness requirements.

d. Holiday Inspection

Entire pipe shall be subject to holiday inspection and the test voltage shall be set to exceed 5 v/micron of epoxy thickness specified for the portion coated only with epoxy layer.

e. Adhesion Test

Adhesion Test shall be carried out on the epoxy coated pipe. Test method, no. of test specimen and acceptance criteria shall comply with clause A.4 of ISO 21809-2.

f. Flexibility Test

Flexibility test shall be carried out on the epoxy coated pipe at test temperature of 0°C. Test method, no. of test specimen and acceptance criteria shall comply with clause A.13 of ISO 21809-2.

Cross-section & Interface Porosity Test

Cross section porosity and interface porosity tests shall be carried out on the epoxy coated pipe. Test method, no. of test specimen and acceptance criteria shall comply with clause A.12 of ISO 21809-2.

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h. Hot Water Adhesion Test

Hot Water Adhesion Test shall be carried out on the epoxy coated pipe. Test method, no. of test specimen and acceptance criteria shall comply with clause A.16 of ISO 21809-2.

7.6.2 Tests on pipes coated only with all three layers

a. Bond Strength

Three test pipes shall be selected for bond strength tests. On each of the selected pipes, three bond strength tests shall be performed for each specified temperature i.e. one at each end and one in the middle of the pipe and specified requirements of bond strength shall be compiled with. Test shall be carried out as per ISO 21809-1, Annex C. None of these samples shall fail.

In case of small diameter pipes, Coating applicator shall perform the test at maximum feasible distance from pipe end and location will be decided by customer/customer's representative at the time of PQT.

b. Impact Strength

Three test pipes shall be selected for impact strength test and the test shall meet the requirement.

c. Indentation Hardness

Two samples for both the temperatures from all pipes shall be taken. If any one of these samples fail to satisfy the requirements, then the test shall be repeated on four more samples. In this case, none of the samples must fail.

d. Elongation at Failure

Six samples each from three coated pipes i.e. 18 samples in all shall be tested and the test shall comply the specified requirement. Only one sample per pipe may fall.

e. Cathodic Disbondment Test

Two CD test shall be carried out for the total lot of test pipes having all three layers. Two test shall be carried out for 28 days duration and one test for 24 hours duration The tests shall comply the specified requirement. Whenever Procedure Qualification is necessitated for different pipe size with same coating material combination, 24 hours test only be conducted. 28 days CD test is not mandatory in this case.

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f. Hot Water Immersion Test

Hot Water Adhesion Test shall be carried out as per ISO 21809-1, Annex M.

g. Coating Thickness Measurement

All pipes shall be subject to coating thickness measurement. Acceptance criteria shall be as per Table-1 for Standard or Severe service, as specified in the Material requisition/ Purchase Order.

h. Air Entrapment

One sample each from pipe body and on weld (If applicable) shall be taken from all four coated pipes and the specified requirements shall be complied with.

7.6.3 Inspection of all test pipes

All pipes shall be subject to the following inspections:

- surface cleanliness, surface roughness measurements and dust control immediately after second abrasive blast cleaning and salt test immediately after De-ionised water wash.
- pH of pipe surface before and after phosphoric acid wash.
- visual inspection of chromate coating.
- visual inspection of finished coating, cut back dimension, internal/ external cleanliness, end sealing and bevel inspection.

Acceptance criteria for all inspection and testing shall be as specified in this specification.

- 7.7 After completion of the qualification tests and all subsequent inspections, the Applicator shall prepare and issue to COMPANY for approval a detailed report of the above tests and inspection including test reports/ certificates of all materials and coatings tested. Only upon written approval from COMPANY, Applicator shall commence production coating.
- 7.8 On successful completion of PQT, coating of all five(5) test pipes shall be removed and completely recycled as per the approved coating procedure specification, at Applicator's expense. Remaining pipes will be accepted by COMPANY provided they meet the requirements of this specification and need not be stripped and re-cycled.
- 7.9 The Applicator shall re-establish the requirements of qualification and in a manner as stated before or to the extent considered necessary by COMPANY, in the event of, but not limited to, the following:
 - Every time there is a change in the previously qualified procedure.
 - Every time there is a change in the manufacturer and change in formulation of any of the raw materials and change in location of raw material manufacture.

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 Every time the coating yard is shifted from one location to the other or every time the critical coating equipments (induction heater, epoxy spray system, extruder, etc) are shifted.

Any change in line speed during coating application.

 Any time when in COMPANY's opinion the properties are deemed to be suspect during regular production tests.

7.10 COMPANY reserves the right to conduct any or all the test required for qualification through an independent laboratory or agency at the cost of Applicator when in COMPANY's opinion, the results are deemed suspect. COMPANY's decision shall be final.

8.0 PIPE SURFACE PREPARATION

- 8.1 Unless specified otherwise, the pipes shall be supplied free from mill applied oils but may be subject to contamination occurring during transit.
- 8.2 Prior to cleaning operation, Applicator shall visually examine all the pipes and shall ensure that all defects, flats and other damages have been repaired or removed. The Applicator shall also remove marking stickers, if any, present within the pipe. Record shall be kept of such marking on the stickers of ensure traceability of pipe after coating. Any grinding of steel defects shall not reduce the wall thickness of the pipes below the specified wall thickness of the pipe.
- 8.3 Any oil, grease, salt or other contaminants detrimental to the formation of a good coating bond or coating quality shall be removed prior to coating application. Contaminants may be removed by the use of non-oily solvents. Gasoline or kerosene shall not be used for this purpose. Visible oil and grease spots shall be removed by solvent wiping. Solvents cleaning shall be in accordance with SSPC-SP1. Steel surface shall be allowed to dry before abrasive blast cleaning.
- 8.4 The Applicator shall also remove marking stickers, if any, present within the pipe. Record shall be kept of such marking on the stickers to ensure traceability of pipe after coating.
- 8.5 All pipes shall be preheated to a temperature 65°C to 85°C prior to abrasive blast cleaning. The external surface of the pipe shall be cleaned using 2 no. dry abrasive blasting cleaning units to achieve the specified surface cleanliness and profile. Pipe Temperature shall be checked every hour during production. After first abrasive blast cleaning, chemical pre-treatment with phosphoric acid solution as per para 8.6 shall be carried out prior to second abrasive blast cleaning. However at the option of Applicator, chemical pre-treatment with phosphoric acid solution as per para 8.6 may be carried out after the second abrasive blaster.
- 8.6 The abrasive blast cleaning units shall have an effective dust collection system to ensure total removal of dust generated during blast cleaning from the pipe surface. The equipment used for abrasive blast cleaning shall meet the specified

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requirements and shall be free from oil, water soluble salts and other forms of contamination to ensure that the cleaning process is not impaired. Traps, separators and filters shall be checked for condensed water and oil at the start of each shift and emptied and deaned regularly. During abrasive blast cleaning the metallic abrasive shall be continuously sieved to remove "fines" and "contaminates" and the quality checked at every four hours. Abrasive used for blast cleaning shall comply ISO-11124.

Silica sand or copper slag shall not be used as abrasive material.

- 8.7 Suitable plugs shall be provided at both pipe ends to prevent entry of any shot/grit into pipe during blast cleaning operations. These plugs shall be removed after blast cleaning. Alternatively the Applicator may link pipes suitably together to prevent the entry of any short/grit into the pipe.
- 8.8 Chemical Pre-treatment with Phosphoric Acid Solution
- 8.6.1 All pipes shall provided chemical pre-treatment with phosphoric acid solution. 10±1% solution of phosphoric acid, Oakite 31 / 33 or equivalent, shall be used to remove all soluble salts and other soluble contaminations.

The Applicator shall provide data sheets and supporting documentation for the phosphoric acid to be used. The documentation shall verify that the phosphoric acid is suitable for the treatment of line prior to the application of the specific fusion bonded epoxy powder being applied and the final coating will meet fully the requirements of this specification.

8.6.2 The pipe temperature immediately prior to the phosphoric acid treatment shall be in the range of 45 to 75 °C. Phosphoric acid treatment shall be followed immediately by washing with de-ionised water. Deionised water used shall conform to the following requirements;

SI. No.	Properties	Unit	Requirement
a.	Turbidity	NTU	1 max.
b.	Conductivity	μmho/cm	5 max.
C.	Hardness	* m	Nil
d.	Total Alkalinity as CaCO ₃	mg/l	2 to 3
e.	Chloride as Cl	mg/l	1 max.
e. f.	Sulphate as SO ₄ **	mg/I	1 max.
g.	PH		6.5 to 7.5

Tests to determine the above properties shall be carried out in accordance with "Standard Methods for the Examination of Water and Wastewater" published jointly by American Public Health Association, American Water Works Association and Water Pollution Control Federation.

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Quality of the demonized water shall be monitored at the start of each shift and at every four hours interval. Non-compliance of demonized water with respect to the above requirements shall cause for stoppage of the operations.

8.6.3 The pH of the pipe surface shall be determined both before and after the de-ionized water rinse initially on each pipe and in case of consistent results, the frequency may be relaxed to once per hour at the discretion of COMPANY Representative. The measured pH shall be as follows:

Before de-ionized water wash : 1 to 2
After de-ionized water wash : 6 to 7

- 8.6.4 After the de-ionized water wash, the pipe shall be dried with dry air and preheated to a temperature of 65°C to 85°C.
- 8.6.5 The salt tests shall be carried out after de-ionized water rinse. One test shall be carried out at one end of each pipe. The acceptance criteria shall be 2μg/cm². An approved salt meter (SCM 400 or equivalent) shall be used to carry out salt tests and shall be calibrated in accordance with the equipment manufacturer's recommendation. Test shall be performed on each pipe during production and on each end of every pipe at the time of PQT.
- 8.7 Abrasive cleaning carried out shall be such that the resultant surface profile is not dished and rounded when viewed with 30X magnification. The standard of finish for cleaned pipe shall conform to near white metal finish to Sa 2½ of ISO 8501-1. Surface of pipe after abrasive blast cleaning shall have an anchor pattern of 70 to 100 microns(Rz). This shall be measured for each pipe by a suitable instrument such as surface profile depth gauge as per ISO 8503-4.
- 8.8 In addition the pipe surface after blast cleaning shall be checked for the degree of cleanliness and degree of dust and shall comply with the requirements of ISO:8502 3. Acceptance limit shall be max. Class 2 for both size and quantity. Pressure shall be exerted on the applied tape using a 4 kg roller, prior to peeling-off to assess the degree of dust.
- 8.9 The blast cleaned surface shall not be contaminated with dirt, dust, metal particles, oil, water or any other foreign material, nor shall the surface or its anchor pattern be scarred or burnished. All blast cleaned pipe surface shall be kept in dust free enclosure prior to coating.
- 8.10 All pipes shall be visually examined for presence of any shot/ grit/ loose material left inside the pipe during blast cleaning. Sultable mechanical means (stiff brush) shall be employed to remove the same before the pipes are processed further. In addition, inside surface of the pipe shall also be visually inspected for presence of any foreign material or shots and grit (free or embedded/ sticking to pipe inside surface). The pipe inside surface shall be examined using sharp floodlight focused at the middle of the pipe at one end while inspection is carried out visually from other end. Any

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foreign material or shots/ grit present in the pipe shall be completely removed by mechanical/ brush, high pressure air jets, by tilting of pipe etc.

8.11 At no time shall the blast cleaning be performed when the relative humidity exceeds 85%. The Applicator shall measure the ambient conditions at regular intervals during blast cleaning and coating operations and keep records of prevailing temperature, humidity and dew point. It shall be checked every ½ hour during PQT and every hour during production and shall be recorded.

8.12 The blast cleaned surface shall not be contaminated with dirt, dust, metal particles, oil, water or any other foreign material, nor shall be surface or its anchor pattern be scarred or burnished. All blast cleaned pipe surface shall be kept in dust free enclosure prior to coating. After blast cleaning, all surfaces shall be thoroughly inspected under adequate lighting to determine anchor pattern, quality of blasting and identify any surface defects prior to coating application. All surface defects such as slivers, scab, burns, laminations, welds spatters, gouges, scores, indentations, slugs or any other defects considered injurious to the coating integrity made visible during blast cleaning shall be reported to the COMPANY Representative and on permission from COMPANY Representative, such defects shall be removed by filling or grinding. After any grinding or mechanical repairs, the remaining wall thickness shall be checked and compared with specified thickness. Ay pipes having thickness less than the specified thickness shall be kept aside and disposed off as per the instructions of COMPANY Representative. The method employed to remove surface defects shall not burnish or destroy then anchor pattern or contaminate the surface. Pneumatic tools shall not be used unless they are fitted with effective air/ oil and water traps. Where burnishing results in destruction of anchor pattern, the anchor patter shall be restored by suitable means. Pipes which have damages repaired by grinding and have ground areas more than 50mm in diameter shall be re-blasted.

Any dust or loose residues that have been accumulated during blasting and/ or during filing/ grinding operations shall be removed by vacuum cleaning.

If contamination of surface occurs, the quality of blast cleaning method and process shall be examined. If the surface roughness is outside the specified limit, the blast cleaning material shall be checked and replaced.

Upon Completion of the blasting operations, the quality control supervisor shall accept the pipe for further processing or return for re-blasting after removal of defects/ imperfections. In case imperfections are considered detrimental to the coating quality, the same shall be reported to COMPANY's Representative for final decision on rejection or re-blasting/ removal of defects. Re-blasting/ removal of defects or returning pipe to the yard shall be at the Applicator's cost.

COMPANY's Representative, in additions, reserves the right to initiate any of the above actions during periodic inspections for oil, dust, salt, imperfections, surface defects, lack of white metal finish etc.

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8.14 In order to ensure that pipe with defects are not processed further, provisions shall be available to lift the pipes from inspection stand.

8.15 Chemical Pre-treatment with Chromate Solution

- 8.15.1 Following completion of abrasive blast cleaning, all pipe surface shall be chemically Pre-treated with a 10±1% strength chromate solution.
- 8.15.2 The Applicator shall provide data sheets and supporting documentation for the chemical to be used. The documentation shall verify that the chemical is suitable for the treatment of line pipe prior to the application of the specific fusion bonded epoxy powder being applied and the final coating will meet fully the requirements of this specification.
- 8.15.3 The chemical pre-treatment shall be applied fully in accordance with the chemical suppliers' instructions and in a manner that ensures 100% uniform coverage of the pipe surface without introducing surface contamination.
- 8.15.4 The Applicator shall check that the concentration for the chemical pre-treatment solution remains within the range recommended by the chemical manufacturer for the pipe coating process. The concentration shall be checked at the make up of each fresh solution and once per hour, using a method approved by the chemical manufacturer. The Applicator shall also ensure that the chemical pre-treatment solution remains free from contamination at all times. Recycling of chemical pre-treatment solution is not permitted.
- 8.15.5 The Applicator shall ensure that the temperature of the substrate is maintained between 40°C and 80°C and the chromate solution temperature does not exceed 60° or as recommended by the manufacturer.
- 8.15.6 The chromate coating shall be smooth, even, free from runs, drips or excessive application and lightly adherent with no flaking of the coating. The chromate coated steel must be thoroughly dried immediately after application and shall be achieved by boiling off any residual solution on the surface.
- The total allowable elapsed time between completion of the blasting operations and commencement of the pre-coating and heating operations shall be such that no detectable oxidation of the surface occurs. Relative humidity readings shall be recorded every half on hour during the blasting operations in the immediate vicinity of the operations. The maximum elapsed time shall not exceed the duration given below:

Relative Humidity %	Maximum elapsed time
> 80	2 hours
70 to 80	3 hours
< 70	4 hours

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Any pipe not processed within the above time-humidity requirement shall be completely re-blasted. Any pipe showing flash rusting shall be re-blasted even if the above conditions have not been exceeded.

8.17 Pipe handling between abrasive blasting and pipe coating shall not damage the surface profile achieved during blasting. Any pipe affected by the damage to the surface exceeding 200mm² in area/ or having contamination of steel surface shall be rejected and sent for re-blasting.

9.0 COATING APPLICATION

The external surface of the cleaned pipe conforming to clause 8.0 of this specification shall be immediately coated with 3-layer extruded polyethylene coating in accordance with the procedures approved by COMPANY, relevant standards and this specification. In general, the procedure shall be as follows:

9.1 Pipe Heating

- 9.1.1 Immediately prior to heating of pipe, all dust and grit shall be removed from both inside and outside of the pipe by a combination of air blast, brushing and vacuum cleaning. Suitable arrangement shall be made to protect the bevel ends from getting damaged during the coating operation.
- 9.1.2 Induction heater shall be used for heating the pipe. The method shall be capable of maintaining uniform temperature along the total length of the pipe, and shall be such that it shall not contaminate the surface to be coated. In case of induction heating, appropriate frequency shall be used to ensure 'deep heating' and intense skin heating is avoided. Gas fired heating system shall be well adjusted so that no combustion products are deposited on the steel surface. This shall be demonstrated on bare pipes prior to start of PQT. Oxidation of the cleaned pipe surfaces prior to coating (in the form of bluing or other apparent oxide formation) is not acceptable.
- 9.1.3 External surface of the pipe shall be heated to about 190°C or within a temperature range (min. to max.) as recommended by the powder manufacturer. However, application and curing temperature shall not exceed 250°C in any case. Required pipe temperature shall be maintained as it enters the coating chamber.
- 9.1.4 Temperature of the pipe surface shall be continuously monitored & recorded by using suitable instruments such as infrared sensors, contact thermometers, thermocouples etc. The recording method shall allow to correlate each line pipe. The monitoring instrument shall be able to raise an alarm/ activate audio system (hooter) in the event of tripping of induction heater/ gas fired heater or in the event of pipe temperature being outside the range recommended by the manufacturer. Any deviation from the application temperature range recommended by manufacturer shall be rectified. If immediate rectification is not feasible, the production shall be stopped until cause of deviation has been removed. Any pipe coated during the duration of temperature deviation shall be identified by marking and rejected. Such rejected pipes shall be stripped and recoated.

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9.1.5	Temperature measuring & monitor and/ or as per COMPANY repress be calibrated in-house, such equal the reputed agency and the same	entative's instruction. Any e ipments shall bear valid ca	equipment which canni libration certificate fro
9.1.6	Applicator shall ensure that pipe pipe heating. To avoid significant coated at the same time and not	t variance, more than once	blasted joints should
9.2	Pipe Coating		
9.2.1	Perquisites for Coating Plant		
9.2.1.1	Coating materials shall be increcommendation prior to coating materials are moisture free. In call and polyethylene material shall in Company Representative,	ng application and it shall use the relative humidity exc	l be ensured that t eeds 80%, the adhesi
9.2.1.2	The epoxy spray booth shall be required for the application electrostatically sprayed on to to circumstances epoxy powder shall	of required quantity of the pipe to achieve specific	epoxy powder to
9.2.1.3	Plant shall have a powder storag for Air conditioning capable o manufacturer's recommendation recorded continuously (every hou	f storing the coating ma s. Temperature and relat	terials as per coati
9.2.1.4	The air used for the fluidization this purpose dehumidifiers and/ with necessary monitoring and adequate to remove iron and stee	or air dryer, as necessary : control system. Fluidized b	shall be provided alo ed shall have magno
9.2.1.5	Plant shall have pipe internal blor scale, dirt and abrasive from the		system to remove loo
9.2.1.6	Only those coating materials who accordance with provisions of accordance with the requirements this specification shall be utilized be carried out as per manufactu tests (PQT) as per clause 6.3 and	Annexure I of this specific s of clause 4.2 i.e. Table 2, for coating. All coating apprer's recommendations and	cation and qualified Table 3 and Table 4 olication processes sh procedure qualification
9.2.1.7	Plant shall have efficient cleaning	system for all the coating ar	polication equipments

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- 9.2.2 Subsequent to pipe heating, coating consisting of following layers shall be applied onto the pipe.
 - Electrostatic application of epoxy powder of minimum dry film thickness 200µm, unless otherwise specified. The maximum thickness shall not exceed the epoxy thickness specified by epoxy powder manufacturer.
 - Grafted co-polymer adhesive applied by extrusion, minimum thickness 200µm.
 - iii. Polyethylene coating by extrusion.

The coated pipe shall be subsequently quenched and cooled in water for a period which shall sufficiently lower the temperature of pipe coating, at least up to 80°C to permit handling and inspection. Minimum overall thickness of finished coating shall be as per Table 1 of this specification.

- 9.2.3 Prior to starting the application of fusion bonded epoxy powder, the recovery system shall be thoroughly cleaned to remove any unused powder remaining from a previous line pipe coating application. The use of recycled powder shall be permitted subjected to:
 - a) satisfactory qualification of the reclaimed system during PQT stage
 - the proportion of the reclaimed powder in the working mix does not exceed 10% at any one time.
 - the quality of the recycled powder being routinely checked during production, at a minimum frequency of once per shift and consistently meets the requirements stated in Table 2.
- 9.2.4 Dry air, free of oil and moisture shall be used in the coating chamber and spraying system and for this purpose filters, dehumidifier/ heater as required alongwith control & monitoring system shall be provided for this purpose. Dew point of air used to supply the fluidized bed, epoxy spray system and epoxy recycling system shall be at least (-) 40°C and this shall be monitored during the regular production.
- 9.2.5 Air pressure in the epoxy spray guns shall be controlled, continuously monitored and recorded by using suitable instruments. The air pressure shall be controlled within the limits established during coating procedure qualification. The monitoring system shall be able capable of raising an alarm/ activate audio system (hooter) in the event of change in air pressure beyond the set limits. Any deviation from the pre-set limits shall be rectified. If immediate rectification is not feasible, the production shall be stopped until cause of deviation has been removed. Any pipe coated during the duration of air pressure deviation shall be identified by suitable marking and rejected. Such rejected pipes shall be stripped and recoated.
- 9.2.6 Extruded adhesive layer shall be applied before gel time of the epoxy coating has elapsed. The application of the adhesive layer shall not be permitted after epoxy is fully cured. The Applicator shall establish, to the satisfaction of the COMPANY

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representative, that the adhesive is applied within the gel time window of epoxy and at the temperature recommended by the adhesive manufacturer. The Applicator shall state the minimum and maximum time interval between epoxy and adhesive application at the proposed pre-heat temperature and line speed.

- 9.2.7 Extruded polyethylene layer shall be applied over the adhesive layer within the time limit established during PQT stage and within the time/ temperature range recommended by the manufacturer. The extrusion temperatures of the adhesive and polyethylene shall be continuously recorded. The monitoring instruments shall be independent of the temperature control equipment. The instruments shall be calibrated prior to start of each shift.
- 9.2.8 Applicator shall ensure that there is no entrapment of air or void formation along the seam weld (where applicable) during application of coating. Air entrapment below the coating and also along the coating overlap shall be prevented by forcing the coating on to the pipe using high pressure roller of suitable design during coating application. In case it is not adequately achieved, Applicator shall supplement by other method to avoid air entrapment. The methods used shall be witnessed and approved by COMPANY.
- 9.2.9 Resultant coating shall have a uniform gloss and appearance and shall be free from air bubbles, wrinkles, holidays, irregularities, discontinuities, separation between layers of polyethylene & adhesive, etc.
- 9.2.11 Coating and/ or adhesive shall terminate 150mm (+)20/(-)0 mm from pipe ends. The adhesive shall seal the end of applied coating. Applicator shall adopt mechanical brushing for termination of the coating at pipe ends. Edge of the coating shall be shaped to form a bevel angle of 30° to 45°.
- 9.2.12 Failure to comply with any of the above applicable requirement and of the approved procedure shall be cause for the rejection of the coating and such coating shall be removed in a manner approved by COMPANY at Applicator's expense.

10.0 INSPECTION AND TESTING

10.1 General

Applicator shall establish and maintain such quality assurance system as are necessary to ensure that goods or services supplied comply in all respects with the requirements of this specification. The minimum inspection and testing to be performed shall be as indicated subsequently herein.

10.2 Visual Inspection

Immediately following the coated, each coated pipe shall be visually checked for imperfections and irregularities of the coating. The coating shall be of natural colour and gloss, smooth and uniform and shall be blemish free with no dust or other

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particulate inclusion. The coating shall not slow and defects such as blisters, pinholes, scratches, wrinkles, engravings, cuts swelling, disbonded zones, air inclusions, tears, voids or any other irregularities. Special attentions shall be paid to the areas adjacent to the longitudinal weld (if applicable), adjacent to the cut back at each of pipe and within the body of the pipe.

In addition inside surface of the pipe shall also be visually inspected for presence of any foreign material or shots and grit (free or embedded/ sticking to pipe inside surface). The pipe inside surface shall be examined using sharp floodlight focussed at the middle of the pipe at line end while inspection is carried out visually form other end.

10.3 Coating Thickness

- a. The coating thickness shall be determined by taking at least 10 measurement at locations uniformly distributed over the length and periphery of each pipe. In case of weld pipes, five of the above readings shall be made at the apex of the weld seam, uniformly distributed over the length of the coated pipe. All the readings must meet the minimum requirements. However, localised coating thickness of less than the permissible minimum thickness can be tolerated on the condition that it does not attain a total extent of more than 5cm² per meter length of coated pipe, and the actual coating thickness does not drop more than 10% below the permissible minimum coating thickness at these locations. The frequency of thickness measurement as stated above shall be initially on every pipe, which shall be further reduced depending upon consistency of results, at the sole discretion of COMPANY's representative. Results of all measurement shall be recorded.
- b. Thickness of epoxy and adhesive shall be measured at the beginning of each shift and whenever the plant re-starts after any stoppage for compliance. Coating of epoxy and adhesive on portion of pipe required for this purpose, stripping and recoating of such partly coated pipe shall be at Applicator's expense.
- c. Coated pipes not meeting the above requirements shall be rejected. The Applicator shall remove the entire coating and the pipe shall be recycled to the cleaning and coating operations as per the approved procedure and shall be to Applicator's expenses.

10.4 Holiday Detection

- Each coated pipe length shall be checked over 100% of coated surface by means of a "holiday detector" of a type approved by COMPANY for detecting holidays in the finished coating.
- The holiday detector shall be a low pulse DC full circle electronic detector with audible alarm and precise voltage control as per Annexure B of ISO

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21809-1. The set voltage for inspection shall be 25 kV. Travel speed shall not exceed 300 mm/s.

- Applicator shall calibrate the holiday detector at least once every 4 hours of production. Applicator shall have necessary instruments or devices for calibrating the holiday detector.
- d. Any pipe coating shall be rejected if more than 1(one) holiday & area more than 100 cm² in size are detected in its length attributable to coating process.
- Holidays which are lesser in number and size than those mentioned in (d) above, shall be repaired in accordance with a approved procedure and shall be to Applicator's expense.

10.5 Bond Strength Test

- a. Applicator shall conduct bond strength test for composite coating as per clause 7.6.2 (a) of this specification. A minimum of 65mm length shall be peeled. First 20mm and last 20mm shall not be counted for assessment of bond strength.
- b. The frequency of test for cut back portions shall be one pipe in every fifteen(15) pipes coated and for middle of pipe shall be one pipe in every sixty(60) pipes coated or one pipe per shift whichever is higher. On each selected pipe, bond strength shall be performed for each specified temperature. Test shall be performed at each cut back portion and one in the middle of pipe. Disbondment/ separation at epoxy to steel interface shall not be permitted.
- c. In case the above tests do not comply with the above requirement, Applicator shall test all the preceding and succeeding coated pipes. If both pipes pass the test, then the remainder of the pipe joints in that shift shall be deemed satisfactory. If either pipe fails to meet the specified requirements, all pipes coated during the shift shall be tested until the coating is provided acceptable. Rejected coated pipes shall be stripped and re-coated in accordance with approved procedure, at Applicator's expense.
- d. The frequency of bond strength test as per para 10.5(b) for cut back portion may be reduced depending upon the consistently of result to one pipe in every twenty five (25) Instead of every fifteen pipes, at the sole discretion of the COMPANY Representative.

10.6 Impact Strength

a. Impact resistance test shall be conducted as per ISO 21809-1 Annex E. Initially the frequency of test shall be 2(two) coated pipes per shift, which may be further reduced to one pipe per week, depending upon consistently acceptable results at the sole discretion of COMPANY's representative.

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- Minimum thirty (30) impacts located equidistant along the length of coated pipe shall be performed.
- c. Immediately after testing, the test area shall be subjected to holiday detection at the same voltage as used prior to impact strength test. The pipe shall be rejected if any holiday is noted in the test area.
- In case of test failure, retesting and disposal of coated pipe shall be as per 10.5(c) above.

10.7 Indentation Hardness

- a. Indentation hardness test shall be as per ISO 21809-1 Annex F. The frequency of test shall be initially 2(two) coated pipes per shift which shall be further reduced to one test each on 2 coated pipes per week at random after 1 week of consistently acceptable results. Two samples for each temperature shall be taken from the cut back portion of coated pipe and one in middle of the pipe for this test.
- In case of test failure, retesting and disposal of coated pipe shall be as per 10.5(c) above.

10.8 Air Entrapment Test

- a. Strips from bond strength tests or coated pipe may be used to help determine the porosity of the finished coating. Strip shall be also cut from longitudinal weld (if applicable) at cut back portion and examined for the presence of voids.
- b. Bond strength strip shall be viewed from the side and at the failure interface. At the pipe bond strength test location, utility knife shall be used to cut the edge of the coating to a 45° angle and view with a microscope. Similar examination shall be done in the coating cut back area.
- c. One sample each either on the bond strength strip or coated pipe and strip cut from the longitudinal weld (if applicable) shall be examined for air entrapment per shift. Strips shall be viewed from the side.
- d. All examination shall be done using a 30X magnification hand-held microscope. The polyethylene and adhesive layers shall have no more than 10% of the observed area taken up with air entrapment (porosity or bubbles). Air entrapment shall not occupy more than 10% of the thickness in each case. Bubbles shall not link together to provide a moisture path to the epoxy layer.
- In case of test failure, retesting and disposal of coated pipe shall be as per 10.5(c) above.

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10.9 Degree of Cure

- a. Epoxy film samples shall be removed from cut back portion of the coated pipe using hammer and cold chisel and the samples shall be taken for cure test using DSC procedure. Care shall be taken to remove the samples of full film thickness avoiding inclusion of steel debris. Glass transition temperature differential (ATg) and % cure (AH) shall comply the specified requirements.
- b. Frequency of this test shall be once per shift. Pipe shall be selected randomly by COMPANY Representative during the middle of a shift. Sultable provisions/ arrangements as per the instructions of COMPANY Representative shall be made by the Applicator for this purpose.
- c. In case of test failure, production carried out during the entire shift shall be rejected, unless the Applicator proposes a method to establish the compliance with the degree of cure requirements of all pipes coated during that shift.

10.10 Epoxy Layer Adhesive Test

- Adhesion of epoxy layer shall be determined at ambient temperature as per ISO 21809-2 Clause A.4.
- b. Frequency of this test shall be once per shift. The test shall be carried out at the cut back portion of the pipe from which the Degree of Cure test has been carried out as per para 10.9 above.
- In case of test failure, retesting and disposal of coated pipe shall be as per 10.9(c) above.

10.11 Cathodic Disbondment Test

In case the test fails to conform to the specified requirement, at the option of the Applicator, all pipes coated after the previous acceptable test and prior to next acceptable test shall be rejected or the test shall be repeated or the shall be repeated using two additional samples taken from the same end of the affected pipe.

When both retests conform to the specified requirement, the lot of pipes shall be accepted. When one or both the retests fail to conform to the specified requirement, all coated pipes after previous acceptable test and prior to next acceptable shall be rejected. All rejected pipes shall be stripped, re-cleaned and re-coated. COMPANY may consider a further retest program to determine whether any of the affected pipe meet the criteria for acceptance upon written request by the Applicator.

10.12 Hot water immersion

In case the test fails to comply with the specified requirement, the Applicator shall test the two preceding and two succeeding coated pipe. If both pipes pass the test,

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then the remainder of the pipe joints in that day shall be deemed satisfactory. If either pipe fails to meet the specified requirements, all pipes coated in that day shall be tested until the coating is proved acceptable. Rejected coated pipes shall be stripped and re-coated in accordance with approved procedure, at Applicator's expense.

- 10.12 Damages occurring to pipe coating during above tests shall be repaired in accordance with approved coating repair procedure.
- 10.13 After cutting of pipes for samples of CD Test, Hot Water Immersion Test & Flexibility Test, pipe shall be re-beveled with required cutback and NDT (UT & MPI) shall be performed on the pipe ends.
- 10.14 Repairs occurring on account of the production test are however excluded from above mentioned limitations at para 10.4 (d) above.
- 10.15 COMPANY, reserves the right to perform inspection and witness tests on all activities concerning the pipe coating operations starting from bare pipe to finished coated pipe ready for dispatch and also testing of raw materials. Applicator shall give reasonable notice of time and shall provide without charge reasonable access and facilities required for inspection to the COMPANY's Representative. Inspection and tests performed or witnessed by COMPANY's Representative shall in no way relieve the Applicators obligation to perform the required inspection and tests.
- 10.16 In case rate of defective or rejected pipes and/ or samples tests are 10% or more for a single shift (typically 8 hours), Applicator shall be required to stop production and carry out a full and detailed investigation and shall submit findings to COMPANY for approval. Applicator shall recommence the production only after getting the written permission from COMPANY.

Under no circumstances any action or omission of the COMPANY's representative shall relieve the Applicator of his responsibility for material and quality of coating produced. No pipes shall be transported from the coating plants unless authorized by COMPANY in writing.

11.0 HANDLING, TRANSPORTATION AND STORAGE

11.1 The Applicator shall be fully responsible for the pipe and for the pipe identification marking from the time of "taking over" of bare pipe from COMPANY until such time that the coated line pipes are 'handed over' and/ or installed in the permanent installation as the case may be according to the provisions of the Contract.

At the time of "taking over" of bare pipes Applicator shall inspect and record all the relevant details referred above including pipe defects in the presence of COMPANY. All pipes shall be checked for bevel damages, weld seam height, dents, gouges, corrosion and other damages. COMPANY Representative shall decide whether pipe defects/ damages are suitable for repair. Damage to the pipes which occur after the

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Applicator has taken delivery such as dents, flats, or damage to the weld ends shall be cut off or removed and pipes re-beveled and repaired again as necessary. The cost of this work, as well as that of the pipe lost in cutting and repair shall be to the Applicator's account. All such works shall be carried out after written approval of the COMPANY. Any reduction in length shall be indicated in the Applicator's pipe tracking system.

11.2 The Applicator shall unload, load, stockpile and transport the bare pipes within the coating plant(s) using suitable means and in a manner to avoid damage to pipes.

The Applicator shall stockpile the bare pipes at the storage area of the coating plant. The Applicator shall prepare and furnish to COMPANY a procedure/ calculation generally in compliance with API RP-5L1 for pipe stacking, which shall be approved by COMPANY prior to commencement.

- 11.3 The Applicator shall load, unload, transport and stockpile the coated pipes within the coating plant using approved suitable means and in a manner to avoid damage to the pipe and coating. The procedure shall be approved by COMPANY prior to commencement of work.
- 11.4 Coated pipes may be handled by means of slings and belts of proper width (minimum 60mm) made of non-abrasive/ non-metallic materials. In this case, pipes to be stacked shall be separated row by row to avoid damages by rubbing the coated surface in the process of taking off the slings. Use of round sectional slings are prohibited. Fork lifts may be used provided that the arms of the fork lift are covered with suitable pads preferably rubber.
- 11.5 Bare/ coated pipes at all times shall be stacked completely clear from the ground so that the bottom row of pipes remain free from any surface water. The pipes shall be stacked at a slope so that driving rain does not collect inside the pipe. Bare/ coated pipes may be stacked by placing them on ridges of sand free from stones and covered with a plastic film or on wooden supports provided with suitable cover. This cover can, for example, consist of dry, germ free straw with a plastic film, otherwise foam rubber may be used. The supports shall be spaced in such a manner as to avoid permanent bending of the pipes.

Stacks shall consist of limited number of layers such that the pressure exercised by the pipe's own weight does not cause damages to the coating. Applicator shall submit calculations for COMPANY approval in this regard. Each pipe section shall be separated by means of spacers suitably spaced for this purpose. Stacks shall be suitably secured against falling down and shall consist of pipe sections having the same diameter and wall thickness. The weld seam of pipes shall be positioned always in a manner so as not to touch the adjacent pipes.

The ends of the pipes during handling and stacking shall always be protected with bevel protectors.

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The lorries used for transportation shall be equipped with adequate pipe supports having as many round hollow beds as there as pipes to be placed on the bottom of the lorry bed. Total width of the supports shall be at least 5% of the pipe length and min. 3 Nos. support shall be provided. These supports shall be lined with a rubber protection and shall be spaced in a manner as to support equal load from the pipes. The rubber protection must be free from all nails and staples where pipes are in contact. The second layer and all following layers shall be separated from the other with adequate number of separating layers of protective material such as straw in plastic covers or mineral wool strips or equivalent, to avoid direct touch between the coated pipes.

All stanchions of lorries used for transportation shall be covered by non-abrasive material like rubber belts or equivalent. Care shall be exercised to properly cover the top of the stanchions and other positions such as reinforcement of the truck body, rivets, etc. to prevent damage to the coated surface. Slings or non-metallic straps shall be used for securing loads during transportation. They shall be suitable padded at the contact points with the pipe.

11.7 Materials other than pipes and which are susceptible of deteriorating or suffering from damages especially due to humidity, exposure to high thermal excursions or other adverse weather conditions, shall be suitably stored and protected. Deteriorated materials shall not be used and shall be replaced at Applicator's expenses. These materials, shall always be handled during loading, unloading and storage in a manner so as to prevent any damage, alteration and dispersion. When supplied in containers and envelopes, they shall bot be dropped or thrown, or removed by means of hooks, both during the handling operations till their complete use. During unloading transport and utilization, any contact with water earth, crushed stone and any other foreign material shall be carefully avoided.

Applicator shall strictly follow Manufacturer's instructions regarding storage temperature and methods for volatile materials which are susceptible to change in properties and characteristics due to unsuitable storage. If necessary the Applicator shall provide for a proper conditioning.

In case of any marine transportation of bare/ coated line pipes involved, the same shall be carried out in compliance with API RP SLW. Applicator shall furnish all details pertaining to marine transportation including necessary drawings of cargo barges, storing/ stacking, sea fastening of pipes on the barges/ marine vessels to the COMPANY for approval prior to undertaking such transportation works. In addition Applicator shall also carry out requisite analyses considering the proposed transportation scheme and establish the same is safe and stable. On-deck overseas shipment shall not be allowed.

12.0 REPAIR OF COATING

Applicator shall submit to COMPANY, its methods and materials proposed to be used for executing a coating repair and shall receive approval from COMPANY prior to use. In open storage the repair coating materials must be able to withstand a

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temperature of at least +80°C, without impairing its serviceability and properties. Applicator shall furnish manufacturer's test certificates for the repair materials clearly establishing the compliance of the repair materials with the applicable coating requirements indicated in this specification.

All pipe leaving coating plant, shall have sound external coating with no holiday porosity on 100% of the surface.

Defects, repairs and acceptability criteria shall be as follows:

- Pipes showing porosities or very small damage not picked up during holiday test and having a surface less than 0.5 cm² or linear damage (cut) of less than 3 cm shall be repaired by stick welding using material of same quality.
- Damages caused to coating by handling such as scratches, cuts, dents, gouges, not picked up during holiday test, having a total reduced thickness on damaged portion not less than 2.0mm and an area not exceeding 20 cm² shall be rebuild by heat shrink patch only and without exposing to bare metal.
- Defects or size exceeding above mentioned area or holidays of width less than 300 mm shall be repaired with heat shrinks repair patch by exposing the bare metal surface.
- Defects exceeding the above and in number not exceeding 2 per pipe and linear length not exceeding 500mm shall be repaired using heat shrinkable sleeves of HTLP80 or equivalent.
- Pipes with bigger damage shall be stripped and recoated.
- In case of coating defect close to coating cut back, Applicator shall remove
 the coating throughout the entire circumference of the pipe down to the steel
 surface and increase the coating cut back length. Now if the coating cut back
 exceeds 170 mm of linear length of pipe then the coating shall be repaired by
 the use of heat shrinkable sleeves thereby making up the coating cut back
 length of 150 mm.

Not withstanding the above, under no circumstances, if the defects exceeds 70mm from the original coating cut back length, the entire coating shall be removed and the pipe shall be recycled through the entire coating procedure.

Irrespective of type of repair, the maximum nos of repair of coating shall be as follows:

- Holiday repair of size

 100 cm² attributable to process of coating application shall be maximum of one per pipe.
- In addition to the above, defects to be repaired by heat shrink patch/ sleeve shall be maximum 2(two) per pipe.

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Defects exceeding the above limits shall cause pipe coating rejection, stripping and recoating. The above is exclusive of the repairs warranted due to testing as per this specification.

All repairs carried out to coating for whatever reason shall be to the account of Applicator.

Cosmetic damages occurring only in the Polyethylene layer only need not be repaired by exposing upto steel surface, as deemed fit by the COMPANY representative. In any case the Applicator shall establish his material, methods and procedure of repair that results in acceptable quality of product by testing and shall receive approval from COMPANY prior to use.

Testing of repairs shall be in the same form as testing coating. All repairs shall result in a coating thickness no less than the parent coating thickness. Applicator shall test repairs to coating as and when required by COMPANY.

13.0 MARKING

Applicator shall place marking on the outside surface of the coating at one end of the coated pipe, and marking shall indicate, but not limited to the following information:

- a. Pipe number. Heat number
- b. Diameter & Wall Thickness
- c. Coated Pipe Number
- d. Colour band
- e. Any other information considered relevant by COMPANY.
- Pipe Manufacturer Name
- Inspection Mark/ Punch

Applicator shall obtain prior approval on making procedure to be adopted from the COMPANY.

14.0 QUALITY ASSURANCE

- 14.1 The Applicator shall have established within the organization and, shall operate for the contract, a documented Quality System that ensures that the requirements of this specification are met in all aspects. The Quality System shall be based upon ISO 9001/2 or equivalent.
- 14.2 The Applicator shall have established a Quality Assurance Group within its organization that shall be responsible for reviewing the Quality System and ensuring that it is implemented.
- 14.3 The Applicator shall submit the procedures that comprise the Quality System to the COMPANY for agreement.

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- 14.4 The Applicator's Quality System shall pay particular attention to the control of Suppliers and sub-Applicators and shall ensure that the requirements of this specification are satisfied by the Suppliers and Sub-Applicators operating Quality system in their organization.
- The Applicator shall, prior to the commencement of work, prepare and issue a Quality plan for all of the activities required to satisfy the requirements of this specification. The plan shall include any sub-contracted work, for which the sub-Applicators Quality plans shall be submitted. The plan shall be sufficiently detailed to indicate sequentially for each discipline the requisite quality control, inspection, testing and certification activities with reference to the relevant procedures and the acceptance standards.
- 14.6 The Applicator's Quality system and associated procedures may, with due notice, be subject to formal audits. The application of quality control by the Applicator will be monitored by the COMPANY Representatives who will witness and accept the inspection testing and associated work required by this specification.

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ANNEXURE-I

LIST OF ACCEPTABLE COMBINATIONS OF COATING MATERIALS

The following combinations of coating materials are considered acceptable. In the event of award of contract, Applicator shall furnish the combination(s) proposed and reconfirmation of compatibility & properties of the proposed combination (s) from the raw materials Manufacturers & system properties.

Epoxy Powder	Adhesive	PE Compound
(Manufacturer)	(Manufacturer)	(Manufacturer)
CORRO-COAT EP-F 2001	FUSABOND 158D	SCLAIR 35 BP HDPE
(JOTUN)	(DUPONT)	(NOVACOR)
CORRO-COAT EP-F 2002HW (JOTUN) or SCOTCHKOTE 226N (3M)	LUCALEN G3710E (LYONDELLBASELL)	LUPOLEN 4552 D SW 00413 (LYONDELLBASELL)
PE 50-6109 (BASF) or CORRO-COAT EP-F 2001/ 2002HW/JOTAPIPE AC 1003 (JOTUN) or SCOTCHKOTE 226N (3M)	ME 0420 (BOREALIS)	HE 3450 (BOREALIS/BOROUGE)
CORRO-COAT EP-F 2001 (JOTUN)	LE - 149 V (HYUNDAI ENGINEERING PLASTICS)	ET 509 B (HYUNDAI ENGINEERING PLASTICS)
SCOTCHKOTE 226N	ME 0420	PB 48A004
(3M)	(BOREALIS)	(GAIL)

Although the above combinations would be acceptable to COMPANY, the responsibility of suitability for application, performance, properties and compliance to the coating system requirements shall unconditionally lie with the Applicator.

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<u>AMENDMENTS TO TECHNICAL SPECIFICATION Nos. MEC/TS/05/21/12, MEC/TS/05/21/12A, MEC/TS/05/21/12B, MEC/TS/05/21/012C ,MEC/TS/05/21/14 & MEC/TS/05/21/14C</u>

1. LINE PIPE: Amendment to TS No. MEC/TS/05/21/012

a) 10.2.3.1 Table-20 (Modified)

		Number, Orientation and location of test pieces per sample ^a				
Sample Location	Type of test	Specified outside diameter, D mm (in)				
		<219.1 mm (8.625 in)	≥219.1 mm (8.625 in)			
Pipe body	Tensile	1L90	1T180 °			
Pipe body	CVN	3T90	3T90			
	Tensile	• ,	IW ^d			
	CVN	3W and 3HAZ	3W and 3HAZ			
Seam Weld	Hardness	1W (As shown in figure 10.2.5.3 of this specificatio				
Pipe body and	Flattening	As shown in figure 6	6 a) of API Spec 5L			
weld	Reverse Bend	As shown in figure 10.2.4.9.1 of this specification				

- See figure 5 (b) of API Spec 5L for an explanation of the symbols used to designate orientation and location.
- b) Deleted
- The transverse tensile test shall be carried on flattened rectangular strip specimen prepared according to ASTM A370.
- Test specimen shall be tested for transverse tensile strength.

b) Annexure-B: Cl. No. B 5.2 (c) ii. Tensile Test (Modified)

Tensile tests shall be conducted on:

For pipe with specified outside diameter, D < 219.1 mm (8.625 inch):

- Two (2) longitudinal test pieces from base metal

For pipe with specified outside diameter, $D \ge 219.1$ mm (8.625 inch):

- Two (2) transverse test pieces from base metal
- Two (2) transverse test pieces from the longitudinal weld seam

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2. LINE PIPE: Amendment to TS No. MEC/TS/05/21/012C (SAWH)

C.4 REPAIR OF DEFECTS BY WELDING (Modified)

- C.4.2 In addition to the API Spec 5L, following requirements shall also be complied with for repair welding:
 - a. No repair of weld seam is permissible after hydrostatic testing.
 - b. No repair of weld seam is permissible at pipe ends up to a length of 300 mm.
 - c. Through thickness repair of weld seam is not permitted.
 - d. Maximum length of any repair shall be 300 mm.
 - e. Minimum length between weld repairs shall be >100 mm.
 - f. No repair of a repaired weld is permitted.
 - g. Repair welding shall be executed only after specific approval by Purchaser's representative for each repair.
 - h. The repair weld shall be performed with minimum of two passes.

3. Clause No. 9.8.2.2 of Technical Specification Nos. MEC/TS/05/21/12B and MEC/TS/05/21/12C

For pipe with D \geq 508 mm (20 inch), the shear fracture area on CVN specimen shall be estimated and reported for information only. For ensuring avoidance of brittle fracture propagation and control of ductile fracture propagation, DWT testing as per clause 9.9 of this specification shall be performed for pipe with D \geq 508 mm (20 inch). For inspection frequency, refer Table 18 of this specification

4. SEAMLESS Line Pipe Specification no. MEC/TS/05/21/12A

Cl. no. 7.3 (Modified):- Wall Thickness

In addition to API requirements, the wall thickness of each pipe shall be checked along the circumference at both ends and at the mid location of pipe body at 12 o'clock, 3 o'clock, 6 o'clock and 9 o'clock positions. The wall thickness tolerances shall comply with the requirements of this specification. The tolerances on specified wall thickness shall be (+) 22.5% and (-) 0%. API Spec. 5LTable 9 stands cancelled

5. <u>MECON</u> <u>Specification</u> <u>no.</u> <u>MEC/TS/05/21/012,MEC/TS/05/21/012A</u> ,MEC/TS/05/21/012B and MEC/TS/05/21/012C

Clause No.1 of Technical specification regarding Scope (Modified)

The clause shall be read in conjunction with following:

"This specification establishes the minimum requirements for the manufacture of steel line pipe in accordance with the requirements of API (American Petroleum Institute) Specification 5L, Forty-Sixth Edition, April 2018 & Errata 1 May 2018

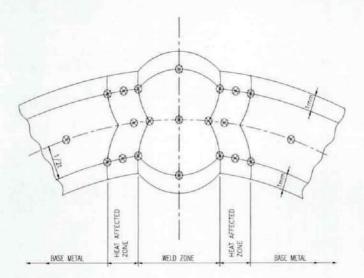
The Manufacturer shall have a valid license to use API Monogram in accordance with the requirements of Specification 5L, Forty-Sixth Edition, April 2018 & Errata 1 May 2018 for line pipe as Product Specification Level PSL.

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6. Figure corresponding to the cl. no. 10.2.5.3 shall be as below:



7. Straightness

The tolerances for straightness specified in cl. no. 9.11.3.4 of all Line Pipe Tech. Specs. shall be as modified as below:

- a) The total deviation from a straight line over the entire pipe length shall not exceed 0.1% of pipe length, as shown in Figure 1 of API Spec 5L.
- b) The local deviation from straight line in 1.5 m (5.0 ft) portion at each pipe end shall be \leq 3.2 mm (0.125 in), as shown in Figure 2 of API Spec 5L.

8. MECON Specification no. MEC/TS/05/21/012,MEC/TS/05/21/012A ,MEC/TS/05/21/012B and MEC/TS/05/21/012C

Bar Coding /QR coding (New)

Bar-coding of line pipes as a requirement so that the pipe can be traced using bar coding scanner in the field. We propose bar coding at 4 equal spaced points on the pipe at 3, 6, 9, 12 O'clock position for easy identification. Alternatively, bar-coding can be done at both ends at 4, 8 & 12 O'clock position.

Barcode directly printed on the pipe with permanent ink may be preferred.

1. PURPOSE

The purpose of this specification is to ensure the identification of pipes through barcode label.

2. SCOPE

This procedure defines to identify the pipes through barcode label scanning. This procedure covers the application of 3D type bar code and pipe marking on Bare Pipe, 3LPE coated pipes and 3LPP coated pipes after the final coating of bare pipes.

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Bar code shall be applied after clearance from Third Party Inspection Agency (TPIA) upon final acceptance of external coated pipes/Bare pipes. Barcode shall have Pipe No., Type (ERW/LSAW/3LPE/3LPE), Heat No., Coat no., Diameter, Unit Length, Wall thickness, and item code.

Third party Inspection Agency (TPIA) shall verify barcode with hand held reader during inspection of pipe.

Contractor shall supply one barcode reader for each dumpsite.

3. METHOD

3.1 PROCEDURE FOR BARCODING OF BARE AND EXTERNALLY COATED LINE PIPE

3.1.1 ON BARE / EXTERNAL 3LPE AND 3LPP COATED PIPES

Pipe marking (stencil) shall be made from both end of the pipe opposite to the weld line. Pipe no. shall be printed on barcode at the bottom. VENDOR has to ensure physical correction of pipe no. as per stencil & barcode, before applying barcode. One 3D type barcode sticker shall be pasted at an angle of 180° from the stencil side at a distance of 200 mm from the cutback area.

- For details refer Figure

 I for pipe marking and bar coding procedure on the outside pipe surface.
- 2. In case any unfit pipes found for coating or for any reason pipes are cut, the actual length of pipe shall be given in barcode sticker.

3.1.2 PRINTING OF BARCODE/QRCODE LABELS

The barcode labels will be printed at the time of final inspection (label size 2"x 4") and will be printed by using printer. The pipe number and other details will be taken from the Final Visual and Dimension inspection report system. The label shall have details as per Owner/TPIA. The barcode and item code as per sample attached. The label shall have Pipe No., Type (ERW/3LPE/3LPP), Heat No., Coat no., Diameter, Unit Length, Wall thickness, and Item Code up-to 10 Digit (max.).

SAMPLE PIECE OF BARCODE/QR CODE LABEL

PIPE NO: XXXXXXXXX TYPE: ERW/3LPE/3LPP

TYPE: ERW/3LPE/3LPP HEAT NO.: XXXXXXX COAT NO.: XXXXXXX

DIA: XX INCH

2"

LENGTH: 12.05 M

WALL THICKNESS: CC MM

ITEM CODE: XXXX

4"

The barcode standard is symbology and the paper material used is 3D and tear-able.

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3.1.3 FIXING OF LABELS ON PIPES

Ensure that the surface area in which labels are pasted should be clean, dry and free from dust. For each pipe two (2) labels shall be fixed, one for each end at outside (fixed approx. 200 mm from the cutback / bevel area at an angle of 180° on each end). Refer Figure -I, all bar code shall be oriented perpendicular to the weld seam. The barcode label shall be put on completely finished pipe. Barcode label should not be overlapped with stenciling or any other marking outside coated pipe. (i.e. external coated pipe surface).

3.1.4 VERIFICATION OF BARCODE/QR CODE LABELS

At the time of dispatching of pipes, QC personnel shall verify the barcode labels visually. If the barcode labels found damaged, missing or illegible for the purpose same shall be replaced by new one and applied as described in clause 3.1.1 & 3.1.2.

3.1.5 SCANNING OF BARCODES/QR CODES

The barcode can be read by scanning the codes by scanner provided by supplier at pipe mill and site. When the barcode is scanned the pipe number will be visually seen on the scanners monitor and same will be saved in its memory. The full details of the pipe can be obtained by connecting the computer with the scanner having database for these pipes.

- 1. First connect the scanner to the computer.
 - a. One cable from CPU to scanner
 - b. Second cable from power line to portable scanner for charging.
- 2. Make the data file in which details of the pipes are available.
- 3. Copy the data file and paste in the scanner.
- 4. The data will be loaded in scanner
- 5. Scan the barcode by scanner.
- If the code matches with the available data in the scanner, it shows all the details of the barcode.
- Scanner also shows the quantum of the data available in scanner and out of which how many are scanned.
- If the data scanned does not match with the available data, the scanner shall show NA i.e not Available.

Figure 1

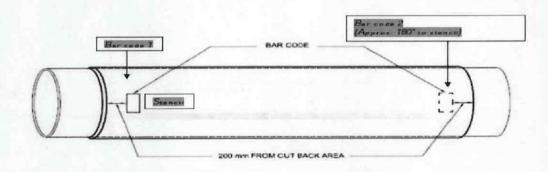


Figure — I (Outside Surface — On External Coated Pipe / Bare Pipe)

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PURBA BHARATI GAS PRIVATE LIMITED

{A Joint Venture of Assam Gas Company Limited (AGCL), GAIL Gas Limited & Oil India Limited (OIL)}

QUALITY ASSURANCE PLAN (GUIDELINE)

(MR No.: MEC/23VM/05/21/M/001/S012-R1)



MECON LIMITED

DELHI - 110 092

QAP No.: 05/21/12/001

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1.0 **INTRODUCTION**

This specification establishes the Quality Assurance (QA) requirements to be met by the item rate contractor during execution of work.

Requirements stipulated in this specification conform to ISO:9002 & IS:14002.

2.0 **SCOPE**

2.1 **Prior to award of Contract**

Following documents shall be submitted along with the tender:

Quality Assurance Manual of their organisation covering:

- Policy statement QA indicating approach for achieving quality assurance.
- Organisation structure for QA/QC programme.
- Responsibility and authority of personnel for QA/QC programme.
- Communication system.
- List of written down job procedure they have for major activities for the work put to tender.
- Incoming material control, storage and transportation procedure.
- Procedure to deal with non conformance in case these crop up during job execution.

2.2 After award of Contract (Prior to start of job)

2.2.1 a) **Quality Plan**

The sample formats for preparation of the quality plan is enclosed. Contractor shall list all the major activities in their area/ scope and prepare the quality plan accordingly.

2.2.2 b) Inspection and Test Plan (ITP) for detailed activity of the job.

Sample format of ITP is enclosed. Contractor shall develop ITPs for job activities in his scope in line with sample ITP format.

2.2.3 The Contractor shall obtain approval of his detailed quality assurance programme and quality plans for all the works under his scope. This quality programme is tailored system which Contractor shall be using for the job giving details of JOB PROCEDURES and construction technologies for all major activities.

2.2.4 **During Job Execution**

Implement agreed Quality Assurance Programme and submit the reports as per the programme.

GUIDELINES TO BIDDERS FOR PREPARATION FOR QUALITY PLAN

QUALITY PLAN

One of the special features of this specification is "Quality Plan". The format is designed to include important information such as :

- List of all major activities i.e. Work Break-down Structure (WBS).
- Job Procedure Number for each activity covering construction technology to be adopted.
- Responsibility.
- Controls for Quality at Contractors end.
- Inspection and Test requirement for clients witness.
- Record generation.

While finalising the "QUALITY PLAN" for the particular job following is the sequence of actions.

Break-down of work into activities

Break-down the entire project work under the scope into smallest identifiable activity, in sequence. The column "Activity Description" is provided for the purpose.

Decide Work Method

Well laid down, step-by-step procedure totally covering the activity are to be specified under the column "Procedure No". Applicable Standards can also be specified under this column.

Code of conformance as per tender specification can be specified under the column provided.

Assign Responsibilities

Under the "Performer" column, the job performer level is identified as per experience level and designation.

Decide Internal Controls

The type of internal controls that shall exercise to produce Quality shall be identified under columns:

- Checker
- Reviewer/ Approver.

Decide number of Inspection & Test Plans (ITPs) and Record Requirements.

Under this column the number of Inspection & Test Plan, that shall be developed by Contractor shall be indicated.

QUALITY PLAN

Company Name: Client: Project:

Ger	neral	Contractor's Per	forming Functions	Owner / MECON Inspection/ Record Functions	Remarks	
Activity Description	Procedure Number	Performer	Checkers Reviewer/ Approver			

SI. No.	Activity	Examination by Contractor	Inspection by MECON	Records to be submitted by Contractor



ELECTRIC WELDED LINE PIPES (ON SHORE)

STANDARD SPECIFICATION NO. MEC/TS/05/21/012

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INSPECTION AND TEST PLAN FOR ELECTRIC WELDED LINE PIPES (ON SHORE)

1	MAY-2017	ISSUED FOR IMPLEMENTATION	Sachin Kumar	Sachin Singhal	Anil Kumar
Rev. No.	Date	Purpose	Prepared by	Checked by	Approved by



ELECTRIC WELDED LINE PIPES (ON SHORE)

STANDARD SPECIFICATION NO. MEC/TS/05/21/012

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SCOPE OF INSPECTION

SI. No.	Stage	Component	Characteristics	Method of check	Quantum of check	Reference documents	Record	MECON	Sub vendor	Vendor	VENDOR APPOINTED TPI	MECON / CLIENT
1a	Raw material inspection	HR coil	Chemical Composition CE, PCM, UTS, YS, %EL, Impact	Review of records & visual	100% By Supplier & Supplier appointed TPI and Random By MECON / Client	PO, Material specification	PO, Material specification	Inspection report	-	W	W/R	w
1B	Raw material inspection	HR coil	Laminations, internal imperfection	AUT	As per PR	Material specification	Material specification	Graphical Recording	-	W	W	R/W
2a	Manufacturing, Welding	Rolled pipe	Welding	Welding Speed Current, Voltage, Frequency, Squeeze out length	At random	Approved parameters	Approved WPS	Internal report	-	W	W	М
2b	Manufacturing	Pipe	Offset, Height of flash, Trim	Visual	As per	PR, API 5L	PR, API 5L	Inspection Report	-	W	W	RW
2c	Manufacturing Procedure Qualification (1 st day production test)	Pipe	Workmanship, Chemical, Non destructive examination, Destructive examination	Visual destructive & Non destructive tests	As specified in PR	PR	PR		-	W	W	RW



ELECTRIC WELDED LINE PIPES (ON SHORE)

STANDARD SPECIFICATION NO. MEC/TS/05/21/012

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SI. No.	Stage	Component	Characteristics	Method of check	Quantum of check	Reference documents	Record	MECON	Sub vendor	Vendor	VENDOR APPOINTED TPI	MECON / CLIENT
3	Heat treatment (if applicable)	Pipe	Seam Annealing	Temperature Start & end length of Annealing	100%	PO, Material specification	PO, Material specification	Inspection Report	-	W	R	R
4	Hydro testing	Pipe	Leak Check	Visual	100% by vendor, At random by MECON	Material specification, PR	Material specification, PR	Inspection report, Hydrograph	-	W	W	RW
5	Non destructive testing (if applicable)	Test pipe calibration & pipes	Surface & internal imperfection	AUT, Eddy current or other as specified	Test pipe & 100% pipe	Technical Specification	Technical Specification	Inspection report, Graphical record	-	W	W	RW
6	Destructive testing	Pipe	Mechanical properties	Tensile Flattening, Reverse Bend, Hardness, Impact, Micro (incl. Grain size)	Material specification, PR	Technical Specification	Technical Specification	Lab report	-	W	W	RW
7a	Final inspection	Pipe	Bevel inspection for cracks, other defects	MPI	100%	API 5L, PR	API 5L, PR	Inspection report	-	W	W	RW
7b	Final inspection	Pipe	Ends Inspection for laminations	MUT	100%	API 5L, PR	API 5L, PR	Inspection report	-	W	W	RW
7c	Final inspection	Pipe	Residential magnetism	Gauss meter	100%	API 5L, PR	API 5L, PR	Inspection report	-	W	RW	RW



ELECTRIC WELDED LINE PIPES (ON SHORE)

STANDARD SPECIFICATION NO. MEC/TS/05/21/012

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SI. No.	Stage	Component	Characteristics	Method of check	Quantum of check	Reference documents	Record	MECON	Sub vendor	Vendor	VENDOR APPOINTED TPI	MECON / CLIENT
7d	Final inspection	Pipe	Pipe	Surface condition, Straightness, End finish, Bevel angle, Root face, Outer dia., (Pipe body, Pipe ends), out of Roundness, Thickness, Length, Coating, Marking, Colour coding, End caps	Visual dimensional	100% by vendor, at random by MECON	Technical Specification	Inspection report	-	W	W	RW
8	Weight checking	Pipe	Pipe	Weight	Weighing scale	100%	Technical Specification	Inspection report	-	W	RW	RW

Legends: H- Hold (Offer for witness & obtain clearance), W – Witness, R – Review, RW – Random Witness, A – Approval, I – Information, X – Submit, PO – Purchase Order, PR – Purchase requisition, AUT – Automatic ultrasonic testing, MUT – Manual ultrasonic inspection, MPI – Magnetic particle inspection, M – Monitoring.

Regular production shall commence only after tests, calibration, manufacturing procedures and approved and after first day production witness and qualification.

All the NDT / Leak testing / Heat treatment / Special manufacturing procedures have to be specially approved or only previously approved procedures have to be used. In case of conflict between purchase specification, contract documents and ITP, Purchase Specification shall be applicable.

Note: All items shall be provided with EN 10204-3.2 Certificates.



SEAMLESS PIPES

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FOR

SEAMLESS PIPES

0	SEP-2017	ISSUED FOR IMPLEMENTATION	Sachin Singhal	Anil Kumar
Rev. No.	Date	Purpose	Prepared & Checked by	Approved by



SEAMLESS PIPES

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SCOPE OF INSPECTION

1.0 SCOPE:

This Inspection Test Plan covers the minimum testing requirements of SEAMLESS PIPES.

2.0 REFERENCE DOCUMENTS:

1) PO / PR / Standards referred there in / Job specifications / Approved documents.

3.0 INSPECTION AND TEST REQUIREMENTS:

					SCOF	PE OF INSPECTION	MECON / CLIENT R R
SL. NO.	STAGE / ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	HECK RECORD VENDOR Inspection Report W Heat Inspection Report R	VENDOR	VENDOR APPOINTED TPI	
1a	Raw Material Inspection	Marking And Correlation With Tc	100%	Inspection Report	W	R	R
1b	Raw Material Inspection	Chemical Composition	One Sample per Heat	Inspection Report	R	R	R
1c	Raw Material Inspection	Internal Soundness	One Sample per Heat	Inspection Report	W	-	-
2	Pipe Rolling Heating, Hot Rolling, Straightening	Process Controls	As per internal QA Plan	Inspection Report	W	-	-

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					SCO	SCOPE OF INSPECTION			
SL. NO.	STAGE / ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	VENDOR	VENDOR APPOINTED TPI	MECON / CLIENT		
3	Heat Treatment (If Applicable)	HT Cycle (Time & Temperature)	100%	Inspection Report	W	R	R		
4	Non Destructive Testing (If Applicable)	Surface & Internal Imperfections	PO, Material Specification	Inspection Report, Graphical Record	W	R	R		
5	Destructive Testing (Note Special Impact, Hardness, Requirements For Hz Service)	Chemical & Mechanical Properties	Each HT Lot / Each Heat No. / Size	Lab Report	Н	Н	Н		
6	Destructive Testing (For SS Materials)	Corrosion Properties	Highest Thickness & Highest Carbon / HT Lot	Lab Report	Н	Н	Н		
7	Hydro Testing	Leak Check	100 % By Supplier, At Random By MECON / TPIA	Inspection Report, Hydro Graph	Н	Н	Н		
8.	Surface Condition, Straightness, End Finish, Bevel Angle, Root Face, Outer Dia., Thickness, Length, End Finish, Coating, Marking, Colour Coding, End Caps,		100 % By Supplier, At Random By MECON / TPIA	Inspection Report	Н	Н	Н		
9.	Weight Checking	Weight	100%	Inspection Report	W	-	-		
10.	Final Inspection (For AS/SS Pipe)	PMI Check	As per Specification No. MEC/TS/05/21/012D	Inspection Report	Н	RW	RW		

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INSPECTION AND TEST PLAN FOR

SEAMLESS PIPES

STANDARD SPECIFICATION NO.

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Legends: CCE or CCOE-Chief Controller of Explosives, DT- Destructive Testing, HT- Heat treatment, H- Hold (Do not proceed without approval), IBR-Indian Boiler Regulations, ITP-Inspection and Test Plan, M- Monitor, NDT- Non Destructive Testing, P-Perform, PO- Purchase Order, PR-Purchase Requisition, PQR- Procedure Qualification Record, QAP-Quality Assurance Plan, Random -10% (min. I no.) of each size and type of Bulk item, R-Review, RT- Radiography Testing, RW- Random Witness, TC-Test Certificate, TPI or TPIA - Third Party Inspection Agency, VDR- Vendor Data Requirements, WPS- Welding Procedure Specification, WPQ- Welders Performance Qualification, W-Witness (Give due notice, work may proceed after scheduled date).

NOTES (As applicable):

- 1. Wherever W/R or H/W is indicated, MECON Inspection Engineer shall decide the option to be exercised for the particular stage and supplier.
- 2. Supplier's in house procedures may be accepted in case TPI / MECON is satisfied with adequacy of procedures to comply with Purchase Order / Specifications requirements. In case of non availability of suitable procedures, fresh procedures may be qualified under TPI / MECON witness.
- 3. In case of conflict between purchase specification, contract documents and ITP, more stringent conditions shall be applicable.
- This document describes generally the requirements pertaining to all types of the item. Requirements specific to PO and the item are only applicable.
- 5. Acceptance Norms for all the activities shall be as per PO / PR / STANDARDS referred there in / Job Specification / Approved Documents.
- 6. All items shall be provided with EN 10204-3.2 Certificates.



3-LAYER PE COATING OF LINE PIPES

STANDARD SPECIFICATION NO. MEC/TS/05/21/014, Ed.2, Rev.1

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FOR

3-LAYER PE COATING OF LINE PIPES

0	May-2020	ISSUED FOR IMPLEMENTATION	Sachin Kumar	Sachin Singhal	A K Gupta
Rev. No.	Date	Purpose	Prepared by	Checked by	Approved by



3-LAYER PE COATING OF LINE PIPES

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SL. NO.	STAGE	COMPONENT	CHARACTE- RSTICS	METHOD OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	RECORD	VENDOR /SUB- SUPPLIE R	VENDOR APPOIN TED TPI	MECON / CLIENT
1a	Raw material inspection	Epoxy powder, Adhesive polyethylene compound, shots, grits and chronic acids and phosphoric acids	Batch nos. and date of manufacturing and correlation with MTC	Review of records & visual	100%	PO, Material specification	PO, Material specification for each batch of raw material used in PQT	Inspection report	W	R	R
1b	Raw material inspection	Epoxy powder, Adhesive, Polyethylene compound, shots, grits and chronic acids and phosphoric acids	In addition to mfc, contractor shall test samples as per spec.	In-house testing	One Sample per each batch per item	PO, Material specification	PO, Material specification	Inspection report	W	W	W
2a	Surface preparation (1 st blast cleaning)	Each bare pipe	Oil free, preheating, blast cleaning and free from salt contamination, phosphoric and treatment followed by De-ionized water wash	As per internal QA Plan	100%	QA plan	Internal standard	Inspection report	W	W	RW
2b	Surface preparation (2 nd blast cleaning)	Each bare pipe	Relative humidity, degree of cleaning, degree of dust and roughness	As per internal QA Plan	100%	QA plan	PO, specifications	Inspection report	W	W	RW
3	Chromate treatment	Each bare pipe	Application as per manufacturer's recommendation and data sheet	As per internal QA Plan	100%	QA plan	PO, specifications	Inspection report	W	W	RW
4	Coating application 1) Pipe heating	Each bare pipe	Pre-heating pipe surface temperature prior to epoxy powder application	Infrared camera/the rmal sticks	100%	QA plan	PO, specifications	Inspection report	W	W	RW
5	2) Epoxy powder application	Each pipe	Application as per manufacturer's recommendation and data sheet	Set pressures and thickness	100%	QA plan	PO, specifications	Inspection report	W	W	RW

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INSPECTION AND TEST PLAN FOR

3-LAYER PE COATING OF LINE PIPES

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SL. NO.	STAGE	COMPONENT	CHARACTE- RSTICS	METHOD OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	RECORD	VENDOR /SUB- SUPPLIE R	VENDOR APPOIN TED TPI	MECON / CLIENT
6	3) Adhesive layer application	Each pipe	Application as per manufacturer's recommendation and data sheet	Film Thickness	100%	QA plan	PO, specifications	Inspection report	W	W	RW
7	PE Layer application	Each pipe	PE Film application temperature, finished coating thickness	Film thickness	100%	QA plan	PO, specifications	Inspection report	W	W	RW
7a	Final inspection	Each pipe	Visual & identification	Visual	100%	QA plan	PO, specifications	Inspection report	W	w	RW
8	Coating procedure & qualification (PQT)	Tests on pipe coated partly with epoxy and partly with epoxy & adhesive layers	1) Degree of Cure 2) Epoxy layer thk. 3) Adhesive layer thk. 4) Holiday Test 5) Adhesion Test 6) Flexibility 7) Cross-section & Interface porosity 8) Hot Water Adhesion	As per PQT procedures and specificatio ns	5 samples from partially coated pipes/as per specifications for each pipe diameter and for each plant	QA plan	PO, specifications	Inspection report	н	Н	н
8a	Tests on pipe coated with all three layers	Coated pipe	Impact test Indentation Elongation Bond strength	As per specificatio n and PQT requiremen ts	Min. 30 impacts on body along, the length on 3 pipes, no holiday allowed. Two samples for both temp. on 4 pipes Six samples from 3 coated pipes From 4 coated pipes	QA plan	PO, specifications	Inspection report	Н	Н	н

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INSPECTION AND TEST PLAN FOR

3-LAYER PE COATING OF LINE PIPES

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SL. NO.	STAGE	COMPONENT	CHARACTE- RSTICS	METHOD OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	RECORD	VENDOR /SUB- SUPPLIE R	VENDOR APPOIN TED TPI	MECON / CLIENT
8b	Tests on pipe coated with all three layers	Coated pipe	Cathodic disbondment Holiday inspection Coating thickness Visual inspection Hot Water Immersion Air Entrapment Specific electrical coating resistance	As per specification	1) One sample for each condition 2) On all pipes 3) On all pipes 4) On all pipes 5) One pipe 6) 2 samples (1 body + 1 weld, if there) from 4 pipes 7) One Pipe	QA plan	PO, PR & specifications	Inspection report	W	W	W
9	On line inspection and testing	Coated pipe	Start of production	By thickness gauge epoxy thk. Adhesive thk.	Start of production, i.e. first pipe	QA plan	PO, PR & specifications	Inspection report	W	W	RW
9 a)	Holi day detection at 25 kV	Coated pipe	To find surface discontinuities	Holiday detector	Every pipe	QA plan	PO, PR & specifications	Inspection report	W	W	RW
9 b)	Overall coating thckness	Each coated pipe	Thickness of coating	Every pipe	Every pipe	QA plan	PO, PR & specifications	Inspection report	W	W	RW
9 c)	Lab test for Chromate, Phosphoric acid & de- ionized water (as applicable)	Samples from the tank	Concentration	Lab Testing	Every pipe	QA plan	PO, PR & specifications	Lab Report	W	W	RW



3-LAYER PE COATING OF LINE PIPES

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SL. NO.	STAGE	COMPONENT	CHARACTE- RSTICS	METHOD OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	RECORD	VENDOR /SUB- SUPPLIE R	VENDOR APPOIN TED TPI	MECON / CLIENT
9 d)	Phosphoric acid wash followed by de-ionized water wash (as applicable)	Blasted pipes	Visual, PH Value, salt level etc.	Suitable means	Every pipe	QA plan	PO, PR & specifications	Inspection report	W	W	RW
9 e)	Chromate Treatment	Blasted pipes	Uniform application as per Manufacturer's recommendation	Visual	Every pipe	QA plan	PO, PR & specifications	Inspection report	W	W	RW
9 f)	Coating application	Coating Operation	Preheating temperature, Inter coat time, line speed, Adhesive / PE film temperature, Overlap of layers etc.	Visual and other measuring apparatus	Every pipe	QA plan	PO, PR & specifications	Inspection report	W	W	RW
10.	Off line tests		,		L			•	l		
10 a)	Impact test	Coated pipe	Energy absorbed by impact	Impact test instrument	Two pipes per shift	QA plan	PO, PR & specifications	Inspection report	W	W	W
10 b)	Resistance to peel test	Coated pipe	To measure peel load	Peel test machine	One in 15 pipes for ends & one in 60 for middle / as per specification	QA plan	PO, PR & specifications	Inspection report	W	W	W
10 c)	Resistance to indentation test	Coated pipe	Hardness against indentation	Indentation bath, with heater, dial gauge & thermostat	Two pipes per shift for both temp.	QA plan	PO, PR & specifications	Inspection report	W	W	W



3-LAYER PE COATING OF LINE PIPES

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SL. NO.	STAGE	COMPONENT	CHARACTE- RSTICS	METHOD OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	RECORD	VENDOR /SUB- SUPPLIE R	VENDOR APPOIN TED TPI	MECON / CLIENT
10 d)	Cathodic Disbondment test	Coated pipe	Disbonded area / Equivalent circle radius (ECR)	CD test apparatus with continuous tem. Monitoring	Once/day (as per specification)	QA plan	PO, PR & specifications	Inspection report	W	W	w
10 e)	Visual (Air Entrapment)	Coated pipe	Air entrapment between the layers	Magnifier	2 samples (1body + 1 weld, if there)/shift	QA plan	PO, PR & specifications	Inspection report	W	W	W
10 f)	Degree of Cure	Coated pipe	Cure %, Glass Transition Temp(ΔH and ΔTg)	DSC	once/shift (as per spec)	QA plan	PO, PR & specifications	Inspection report	W	W	W
11	Calibration		Valid Calibration Reports	Verification	Once/ as & when required				Р	R	R
12	Handling, Loading & Transportation	Coated pipe	Loading & Stacking methods, Physical & weather protection	Visual	Each Trailer & Stack	Approved Procedures	PO, PR & specifications	Inspection report	Р	RW	RW
13	Final Documentation 8 IC		Review of all stage reports/ lab test reports/ PQT report & Inspection Certificates		Each Lot		PO, PR & specification		Р	Н	Н

Legends: H- Hold (Offer for witness & obtain clearance), W – Witness, R – Review, A – Approval, I – Information, X – Submit, PO – Purchase Order, PR – Purchase requisition, N – Normalizing & Tempering, SA – Solution annealing, N & SR – Normalizing & Stress relieving, PR – Purchase Requisition, Ref. Doc: ASTM D-149, D-257, D-570, D-638, G-42 & DIN 53735 and SIS 055900.

All the NDT / Leak testing / Heat treatment / Special manufacturing procedures have to be specially approved or only previously approved procedures have to be used. In case of conflict between purchase specification, contract documents and ITP more stringent conditions shall be applicable. This document describes generally the requirements pertaining to 3-layer PE coating of pipes.

All items shall be provided with EN 10204-3.2 Certificates.